Barr&Barr HORUS

Request for Qualifications for Construction Manager at RiskServices for Fire Station No. 16
August 8th, 2025

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COVER LETTER

August 8, 2023

Kimberly Toon
City of Fayetteville
Purchasing Manager
433 Hay Street
Fayetteville, NC 28301

Dear Kimberely and Fire Station Stakeholders:

Our team of Barr & Barr/HORUS Construction is excited to submit our qualifications for the RFQ for Construction Manager at Risk Services for Fire Station No. 16. Together, our firms and team members offer the City of Fayetteville: proactive planning, an innovative process, robust diverse participation and workforce development, and recent experience building public safety projects in North Carolina and throughout the Southeast.

Project Understanding: Our team is well experienced in delivering projects under the CM@R delivery method. With CM@R, we've completed over $1billion in construction over the last 10 years. Our team's past experience with constructing fire stations provides a higher expertise locally to the City – we are a team that's nationally supported and locally delivered! With having delivered over 20 public safety projects, including 10 fire stations, our team is no stranger to delivering your project from concept to turnover. With several current projects going on in Fayetteville/Cumberland County we understand how to work with all the key stakeholders to ensure Fire Station #16 will be a success!

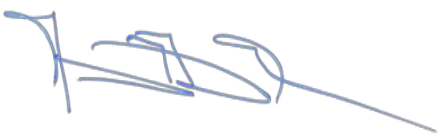
Innovative Process: We've already begun project planning to ensure that if our team is selected, we can hit the ground running with each unique challenge that each project will present. In the preconstruction phase we use data analytics to predict costs very early, as we have up to the minute historical data for other projects with similar scopes. These analytics help our clients make educated decisions in this volatile market. We also use technology during construction for envelope inspections, Open Space to document interior walls, and VDC/BIM clash detection capabilities to ensure smooth installation of key building systems as well as detailed, accurate As-Builts at completion.

Business Diversity + Inclusion: The City of Fayetteville has implemented a standard with 40% diverse business spend, however our team wants to raise the bar and therefore has set a goal of 45% diverse spend on the Fire Station #16 project. We have demonstrated the ability to achieve similar numbers on past projects, and we're committed to achieving those numbers again. Also we implemented a Workforce Development Program with Cumberland County that targets at risk young adults and if acceptable to the City, our team will implement a similar program into your project.

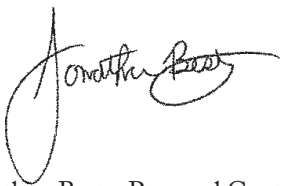
Our philosophy is to be of total service to our clients and all key stakeholders involved. We have a track record of delivering projects at or under budget, at or ahead of schedule and with the highest quality.
We respectfully ask to be your true partner in the construction of Fire Sation #16 and look forward to continuing our relationship with the City of Fayetteville,

Warm Regards,

Fred Hames
President of Barr and Barr
fhames@barrandbarr.com



Jonathan Graham
President HORUS Construction
jonathan.graham@horus-cs.com



Jonathan Best - Proposal Contact
Director of DEI & Diversity
Jbest@barrandbarr.com
919.664.3779

Liberty Mutual **Surety**
175 Berkeley Street, Boston, MA 02116

August 6, 2025

Kimberly Toon, Procurement Management
City of Fayetteville
City Hall
433 Hay Street
Fayetteville, NC 28301

Re: **Principal: Barr & Barr, Inc.**
Project: **Request for Qualifications for Construction Manager at Risk Services for Fire Station No. 16**

Dear Kimberly Toon,

BARR & BARR, INC. is a highly regarded and valued client of LIBERTY MUTUAL INSURANCE COMPANY. We have had the privilege of providing their bonds for more than forty years. In that time, we have supported them on single contracts in excess of $250,000,000.00 and aggregate of $750,000,000.00. Accordingly, we would anticipate no difficulty providing the customary Performance and Payment bonds for the captioned project.

Naturally, the execution of any final bonds would be subject to a satisfactory review and approval of the final contract terms, including the bond requirements, conditions and financing by our client and ourselves. This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is issued only as a bonding reference requested from us by our client. If we can provide any further assistance, please do not hesitate to call upon us.

Should you need to discuss this letter in greater detail, or need a verbal confirmation of Barr & Barr capabilities, please feel free to call Thomas Bean (516) 414-8908, or Richard F. Ferrucci, Vice Chairman of Alliant Specialty Group (516) 414-8902.

Liberty Mutual Insurance Company is licensed to do business in the State of North Carolina and has an A.M. Best Rating of A and Financial Size Category of XV.

Very truly yours,
LIBERTY MUTUAL INSURANCE COMPANY

Susan Lupski, Attorney-In-Fact
Alliant Insurance Services, Inc.
333 Earle Ovington Blvd., Ste. 700
Uniondale, NY 11553
516 414-8900

Member of Liberty Mutual Group

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213933-969603

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille Maitland; Colette R. Chisholm; Dana Granice; Desiree Cardlin; George O. Brewster; Gerard S. Macholz; Karolynne Ramirez; Katherine Acosta; Lee Ferrucci; Louis J. Spina; Michelle Wannamaker; Nelly Renchiwich; Peter F. Jones; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh

all of the city of Uniondale state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of August, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

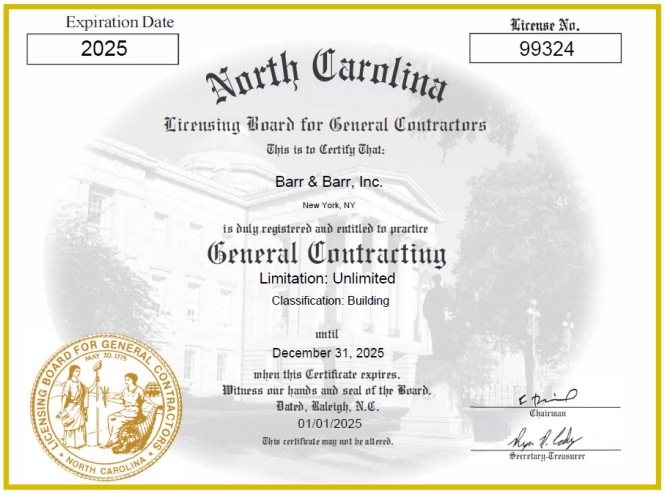
COMPANY GENERAL PROFILE

1. Profile of each key firm

Our team is made up of firms with expertise in designing and building facilities very similar to the new Fire Station #16. In addition, this is a cohesive team with experience collaborating together on past projects.

Barr & Barr has been in business continuously since 1927, with our headquarters located in New York City. Our firm's most common delivery methods are Design-Build and Construction Management at Risk. With these two approaches, we have delivered countless iconic, transformational projects. But we are more than landmark builders - our clients and projects range from complex state-of-the-art higher education and research facilities to hospitals, schools and offices. Additionally, we provide Program Management, Owner's Representative, Estimating, and BIM/VDC Services. Regardless of scope, our focus is customer service and quality. As a 100% employee-owned company, we are client-driven, not volume-driven and each employee has a personal stake in the success of our teams. We are grateful and proud of our history of long-term repeat clients.

In 1947 our first regional office opened in New England (Natick, MA), and in 2014 we opened a regional office in the Southeast (Tampa, FL). Recently, Barr & Barr we opened the Mid-Atlantic regional office in Raleigh, NC. In 2012, Keith Stanisce was appointed President & CEO. Additionally, the leadership team consists of Thomas LePage C.O.O., Executive VP and Director of Operations for the Northeast Region. Later appointments include: Fred Hames, Exec. VP and Director of Operations Southeast Region, and Jonathan Best as Director of Preconstruction & Diversity and Inclusion Director for the Mid-Atlantic region. Barr & Barr today still rests on our founder's cornerstone of integrity. That means **an absolute commitment to hands-on project involvement by top executives and a core philosophy of personal service** to all owners & architects. Joseph R. Barr embraced this integrity for his firm because, like everything else he built, he built it to last.



HORUS was established in 1972 and is a third-generation MBE construction firm that began work in the trades as a stucco company and then progressed to a general contracting firm. Since then, HORUS has been providing Construction Management services for 25+ years and has grown into a significant industry force. Owing to its roots in the trades, HORUS is equipped with a deep understanding of trade specialties and how they fit into the management of large-scale projects. HORUS Construction strategically integrates the strengths of our CM experience with our Owner's Representative Services capabilities to create a powerful and comprehensive service team for our Clients. Our team's unique and highly specialized experience gives us unparalleled insight into the needs of all project user groups and the know-how to deliver on those needs. HORUS is a licensed General Contractor incorporated in 2009, in North Carolina.

Jonathan Graham, President of HORUS and Fred Hames, Exec. VP & Director of Operations for Barr & Barr, have partnered for more than 25 years on over 40 projects ranging from small interior build outs to large, multi-million dollar high-design projects such as Moffitt McKinley Hospital and USF's Wellness Center. Through their unwavering commitment to Supplier Diversity, Jonathan and Fred produce meaningful projects that consistently exceed established goals for minority participation, creating impactful opportunity.

Our team's history with HORUS

Fred Hames and Jonathan Graham have partnered for more than twenty years on multiple projects ranging from small interior buildouts to large, multi-million dollar iconic projects such as the Tampa Museum of Art. They've had great success with outreach efforts and subsequently, utilizing countless small/minority firms. Their partnership has truly created a bridge for those firms to receive opportunities, mentorship and meaningful roles in projects that push their skills and help grow their companie

Jonathan Graham
President
HORUS

Fred Hames
President
Barr & Barr

HORUS is a third-generation construction firm that began work in 1973 as a stucco company and then progressed to a general contracting and construction management firm that has managed projects across the southeastern United States. Horus Construction Services Inc. is a licensed General Contractor, incorporated in 2001 in the State of Florida. The firm is 100% African American owned and is certified as a minority enterprise with the State of Florida and Hillsborough Community College.

Partnership with HORUS

20+ Years

40+ Projects

$325 million Current Projects:
McKinley East Hospital
USF Wellness Center
HCPS LaVoy Renovation

First project together

The first project that Fred Hames and Jonathan Graham partnered on was the Bayfront Medical Center in St. Petersburg in 1998. This $20 million-dollar project included an addition to an active healthcare facility - it was a complex project, with many challenges. However, by working together collaboratively these two men delivered the project on-time and on-budget. **Now 22+ years later, they've delivered over 40 projects as a team.**

Brief history of HORUS Construction

HORUS is a third-generation construction firm that began work in 1973 as a stucco company and then progressed to a general contracting and construction management firm that has managed projects across the southeastern United States. As HORUS president, Jonathan Graham, recalls, "I used to look at the big buildings going up around town, and I would always say, 'We can do that. I don't know why we limit ourselves,' It's that spirit of confidence that led HORUS to become one of the preeminent minority contracting firms in Florida and the southeastern United States.

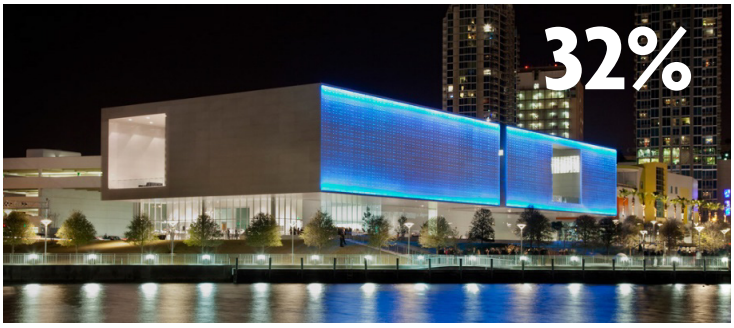
Horus Construction Services Inc. is a licensed General Contractor, incorporated in 2001 in the State of Florida. The firm is 100% African American owned and is certified as a minority enterprise with the State of Florida, Hillsborough County, City of Tampa, Hillsborough Aviation Authority, City of St. Petersburg, HCC, and the School Districts of Hillsborough, Palm Beach, and Broward County. We are aware of the unique challenges that face small, disadvantaged, minority, and women-owned businesses, particularly in the construction industry. The Principals at Horus are committed to seeking and winning the confidence of potential Clients by aggressively pursuing projects for which we are qualified. Additionally, we pledge to utilize as many capable minority contractors as possible on the awarded contracts. We pride ourselves on providing a work environment where equal opportunity is fostered, diversity is valued, and merit is the sole basis on which subcontract decisions are made.

Horus principals Jonathan D. Graham (President) and James D. Graham Jr. (General Contractor) are third-generation contractors, with a combined 60 years of construction experience. In Florida, Horus Construction has a continuing services contract with Hillsborough Community College and Broward Community College for CM @ Risk Services for minor projects. Horus also has a Continuing Contract with Hillsborough County School District.

Achievement: Leadership and culture is the key.

Partnerships since 1970's
Support from local businesses
34% on Moffitt McKinley
32% on Tampa Museum of Art

HORUS
Barr&Barr



Legal Actions During the Past 5 Years

Barr & Barr is involved in various legal proceedings and litigation arising in the ordinary course of business. In the opinion of management and legal counsel, the outcome of such proceedings and litigation does not materially affect Barr & Barr's financial position.

PROJECT NAME/OWNER & LOCATION	CASE CAPTION	LOCATION OF PROCEEDINGS	DESCRIPTION OF DISPUTE	STATUS AND OUTCOME	Delivery Method
551 Central Park Food Hall, St. Petersburg, FL	RSR Holdings, Inc. v. 551 Central LLC, et al.	Sixth Circuit Court, Pinella County, FL	Claim for property damage	Pending	CM@R
Amherst College Science Center, Amherst, MA	Coghlin Electrical Contractors, Inc. v. Barr & Barr, Inc., et al.	MA Superior Ct., Hampshire County, MA	Action by Subcontractor for disputed subcontract balance (undetermined)	Settled in November 2021	CM@R
Amherst College Science Center, Amherst, MA	Manganaro Northeast LLC v. Barr & Barr, Inc.	MA Superior Ct., Hampshire County, MA	Action by Subcontractor for disputed subcontract balance (undetermined)	Settled in December 2020	CM@R
The Canopy at West River, WRDG T4, LP, Tampa, FL	Cement Industries, Inc. v. Barr & Barr, Inc., and Liberty Mutual Ins. Co.	U.S. District Ct. Dist. Of Mid. Dist. Of FL	Action by Subcontractor for disputed subcontract balance (undetermined)	Stayed and Administratively Closed in June 2024	CM@R
Cornell University, Roosevelt Island, NY	The Ideal Supply Company v. Barr & Barr, Inc., et al.	Supreme Court, N.Y. County	Action by lower tier Subcontractor for disputed balance (undetermined)	Settled in July 2022	CM@R

Legal Actions During the Past 5 Years

PROJECT NAME/OWNER & LOCATION	CASE CAPTION	LOCATION OF PROCEEDINGS	DESCRIPTION OF DISPUTE	STATUS AND OUTCOME	Delivery Method
Cornell University, Roosevelt Island, NY	Cornell University v. Barr & Barr, et al. v. Entersolar, LLC, et al.	Supreme Court, N.Y. County	Claim for property damage	Pending	CM@R
Highland Avenue Townhomes, Pinellas County, FL	Highland Avenue Townhome Association, Inc. v. Barr & Barr, Inc., et al.	Sixth Circuit Court, Pinella County, FL	Claim for property damage	Pending	CM@R
MIT Buildings 54 & 55, Cambridge, MA	Edward G. Sawyer Co., Inc., v. Barr & Barr, Inc., Liberty Mutual Insurance Company	MA Superior Ct., Middlesex County	Action by Subcontractor for disputed subcontract balance (undetermined)	Pending	CM@R
Northampton Police Station, Northampton, MA	City of Northampton v. Barr & Barr, Inc., et al.	Superior Court, Hampshire County, MA	Claim for property damage	Dismissed in March 2023	CM@R
Rutgers University, Science Building, Piscataway, NJ	Vollers Excavating & Construction, Inc. v. Worth Construction Company, et al.	U.S. District Ct. Dist. Of NJ	Action by Subcontractor for disputed subcontract balance (undetermined)	Settled in September 2020	CM@R

COMPANY CMAR EXPERIENCE

Saddle Brook Municipal Building

Saddle Brook, NJ

SIZE
72,900-SF

SCHEDULE
19 months

COMPLETION DATE
2022

CONTRACT TYPE
Design-Build

OWNER
Township of Saddle Brook
Mayor Robert White and
Peter Lo Dico, Borough Admin.
55 Mayhill Street
Saddle Brook, NJ 07663
P: 201.587.2909
plodico@saddlebrooknj.gov

ARCHITECT
ENV, Enviornetics Group Architects
Mark Giessen, Associate Principal
180 Sylvan Ave., Suite 3
Englewood Cliffs, NJ 07632
Hans Erdenberger, President
P: 201.894.1000
mgeissen@env-nj.com

A Deeper Dive:

GMP vs Actual Cost History

$16.1 Millon vs $16.1 Million

HUB Goal vs Final Utilization

N/A

Methods, Approach and Controls used on the project:

- Phased design and construction plan
- Master schedule with milestone tracking
- Monthly cost reports
- Inspections and testing
- Risk Management
- bullet pointed info

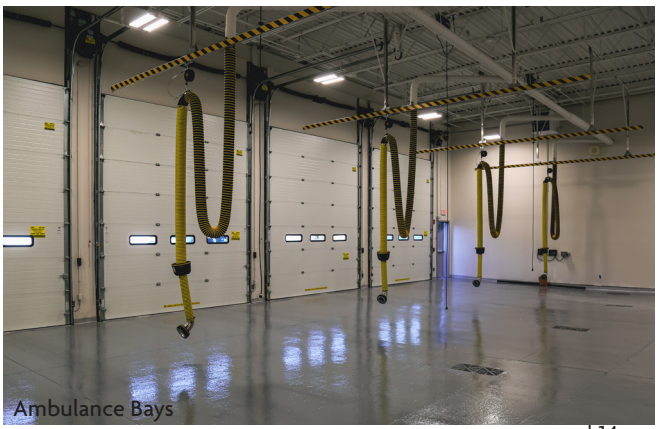
Approach and Methodology for precon-struction cost estimating efforts and value engineering:

- Early Cost estimating
- DD,SD, and CD Estimates
- Specialty pricing

PROJECT DESCRIPTION

Adaptive reuse project featured: renovation of a former 48,000-SF Home Depot outlet into 72,390-SF Municipal Building with municipal services including: Offices, Municipal Court Complex, Town Recreation Center, EMS Services Center and Fire Station. Interior spaces include: courtrooms, conference rooms, gymnasium, mezzanine and administrative spaces.

The existing building was demolished to bare structure and shell. An interstitial second floor was constructed inside of the remaining structure to accommodate the multiple functions to take place in the facility. The resulting project was the result of a team based program with the Township, A&E team and Barr & Barr working jointly to satisfy the myriad of different functions to take place in the building. The project was completed in compliance with Municipal



Ambulance Bays

Palm Beach County Fire Station #49

Boynton Beach, FL

SIZE
18,318-SF

SCHEDULE
15 months

COMPLETION DATE
2025

CONTRACT TYPE
Construction Manager at Risk

OWNER
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411
P: 561-233-0215

ARCHITECT
CSA Architects
185 NE 4th Avenue, Suite 101
Delray Beach, FL 33483
P: 561-276-4951

A Deeper Dive:

GMP vs Actual Cost History

$14.1 Million vs $14 Million

HUB Goal vs Final Utilization

20% VS 40%

Methods, Approach and Controls used on the project:

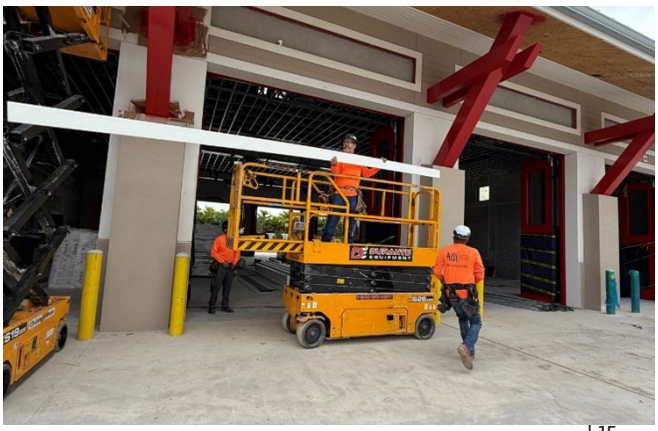
- Phased design and construction plan
- Master schedule with milestone tracking
- Monthly cost reports
- Inspections and testing
- Risk Management
- bullet pointed info

Approach and Methodology for precon-struction cost estimating efforts and value engineering:

- Early Cost estimating
- DD,SD, and CD Estimates
- Specialty pricing

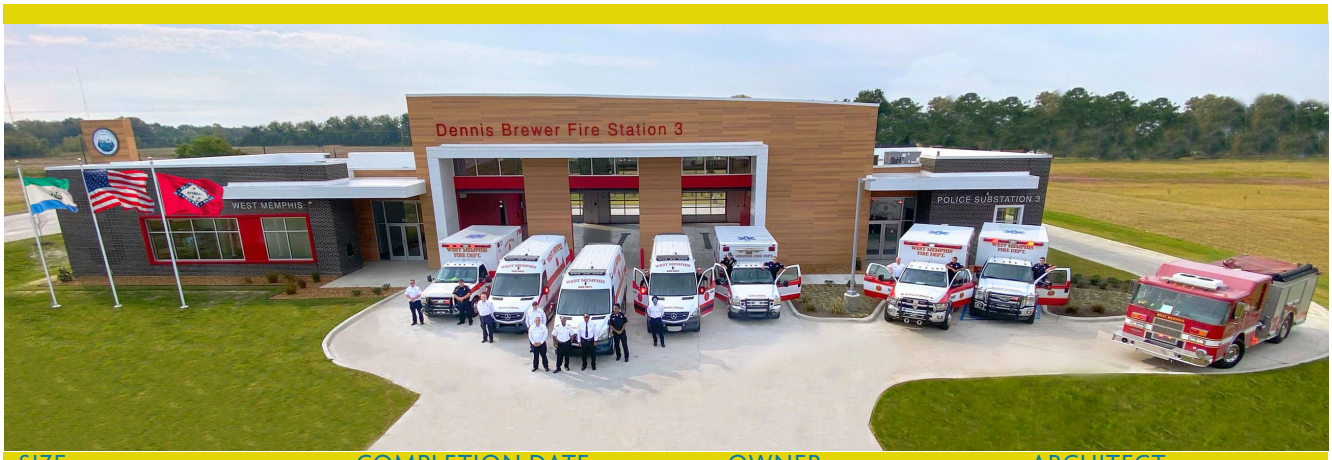
PROJECT DESCRIPTION

Palm Beach County Fire Station #49 is a new, 18,318 SF, single-story fire station located in Boynton Beach. The scope included four bays for emergency vehicles, 15 bunk rooms, and other essential facilities. The project also involved site improvements, emergency signalization, and art integration into the public spaces. The new station has helped the County improve response times and increase unit availability in the surrounding areas.



Dennis Brewer Fire Station and Police Substation

West Memphis, AK



SIZE
18,000-SF

COMPLETION DATE
2020

SCHEDULE
15 Months

CONTRACT TYPE
Design Build

OWNER
The P3Group
The P3 Group, Inc.
2670 Union Ave
Ext Suite 810
Memphis, TN 38112
P: 800.896.5502

ARCHITECT
CHASM Architecture
10626 Linkwood
Ct. Suite A Baton
Rouge, LA 70810
P: 225.927.1008

A Deeper Dive:

GMP vs Actual Cost History
$11 Million vs $11 Million

HUB Goal vs Final Utilization
20% VS 40%

Methods, Approach and Controls used on the project:

- Phased design and construction plan
- Master schedule with milestone tracking
- Monthly cost reports
- Inspections and testing
- Risk Management
- bullet pointed info

Approach and Methodology for preconstruction cost estimating efforts and value engineering:

- Early Cost estimating
- DD,SD, and CD Estimates
- Specialty pricing

PROJECT DESCRIPTION

The City of West Memphis undertook a comprehensive municipal building program that included the financing, design, and construction of the Dennis Brewer Fire & Police Station, as well as an additional fire station and a city hall/courts building. This ambitious project aimed to enhance the city's public safety infrastructure and administrative facilities, providing modern, efficient spaces for essential services. The program ensured that each facility met the highest standards of functionality and design. The fire stations were equipped with state-of-the-art apparatus bays and living quarters for firefighters, while the police station featured secure detention areas, administrative offices, and community engagement spaces. The city hall/courts building included courtrooms, administrative offices, and public meeting areas, designed to serve the needs of both government officials and the community. The project was delivered using a design-build-finance (DBF) public-private partnership (P3) model (the first of its kind executed in the state of Arkansas), and was also the first municipal facilities built in the city of West Memphis since 1974.

PUBLIC SAFETY EXPERIENCE

Polk County Fire Rescue, Prototype Stations

Polk County Board of County Commissioners - Polk County, FL

Please note: This project reflects the past experience of Brad Nordquist, while working for another contractor.

SIZE
11,600-SF

COMPLETION DATE
2021

COST
$3.2 million

CONTRACT TYPE
Construction Manager-at-Risk

OWNER
Keith Tate
Facilities Mgmt. Director
Polk County BoCC
2160 Marshall Edwards Dr.
Bartow, FL 33830
P: 863.534.5511
KeithTate@polk-county.net

ARCHITECT
Greg Selvidge
Associate
The Lunz Group
58 Lake Morton Drive
Lakeland, FL 33801
P: 863.682.1882

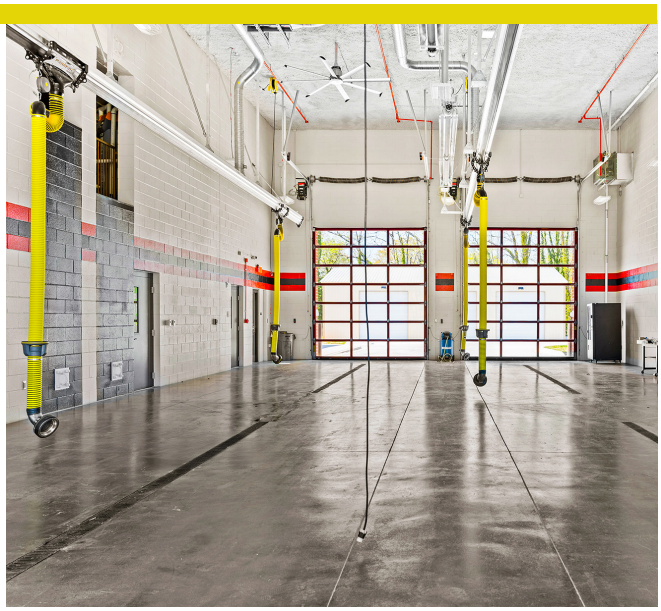
PROJECT DESCRIPTION

Scope included construction of four (4) new prototype fire rescue stations on multiple sites throughout Polk County. Each station consisted of a double loaded 3-bay apparatus bay and residential quarters with 10 bunk rooms, kitchen, exercise room, and offices. The stations are designed to serve as 50-year facilities and include: metal roof, a large apparatus bay, and all LED-lighting. Clearly demarcated zones separate 'hot' carcinogen areas from decontamination zones and firefighter residential quarters. The station also features community spaces, including a training room that seats 30-40 and a lobby left unlocked as a safe haven for infant drop-offs. Finally, features such as hip roofs with gables and stucco finishes help the stations blend into the aesthetics of the adjacent neighborhoods.

Matthews Fire Station #3

Town of Matthews - Matthews, NC

Please note: This project reflects the past experience of Jonathan Best, while working for another contractor.



SIZE
12,578-SF

COMPLETION DATE
2025

COST
$9 million

CONTRACT TYPE
Design-Build

OWNER
Town of Matthews
Rob Kinniburgh
Fire & EMS Chief
236 Trade Street
Matthews, NC
P: 704-995-3529
rkinniburgh@matthewsnc.gov

ARCHITECT
ADW Architects
Keith Carolyn Managing Principal
2815 Coliseum Centre Drive Suite 500 Charlotte, NC 28217
P: 704-998-9427
kcarlyon@ADWArchitects.com

PROJECT DESCRIPTION

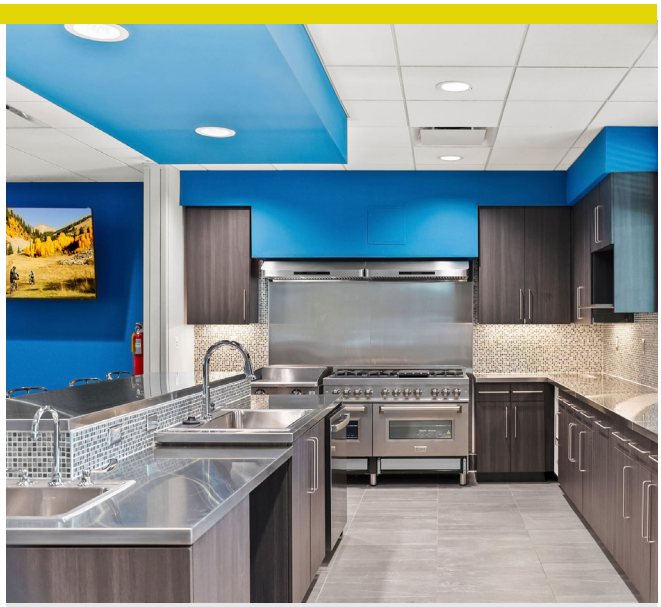
A partnership formed to help the Town of Matthews design and construct a new 12,578 SF fire station. Two of the Town's Fire Departments will occupy the new fire station, and there will be ample space for both associated and administrative personnel as needed.

The design includes provisions for future expansion, ensuring the station can evolve to meet the community's needs as the Town continues to grow.

Holly Springs Fire Station #3

Town of Holly Springs - Holly Springs, NC

Please note: This project reflects the past experience of Jonathan Best, while working for another contractor.



SIZE
15,500-SF

COST
$11.2 million

COMPLETION DATE
2025

CONTRACT TYPE
Construction Management at Risk

OWNER
Town of Holly Springs
Kimberly Keyes
Senior Project Manager
128 Main Street
Holly Springs, NC 27540
P: 919 557-299
kimberly.keyes@hollyspringsnc.gov

ARCHITECT
ADW Architects
Keith Carolyn Managing Principal
2815 Coliseum Centre Drive Suite 500 Charlotte, NC 28217
P: 704-998-9427
kcarlyon@ADWArchitects.com

PROJECT DESCRIPTION

To address the needs of the rapidly growing northwest region, Samet and W.C. Construction are joining forces to deliver the new Holly Springs Fire Station #3. The single-story, three-bay building will accommodate up to eight firefighters, ensuring readiness and quick response times. It will also house an emergency medical services station and incorporate cutting-edge decontamination technology that pressurizes the apparatus bay to prevent contaminants from entering the living quarters.

Designed to enhance public safety and support the community's continued growth, the station will also feature a small touchdown area for the Holly Springs Police, providing them with a strategic presence in this quadrant of the town.

Municipal Complex & Parking Garage

City of Miami Gardens - Miami Gardens, FL

SIZE
306,000-SF

COST
$42.7 million

COMPLETION DATE
2015

CONTRACT TYPE
Construction Manager-at-Risk

OWNER
Jose Cortes
Director, Design & Construction Management
P.O. Box 229045
Hollywood, FL 33022
P: 954.240.7996
Jcortes@hollywoodfl.org

ARCHITECT
Robert Karamitsos
Sr. Project Architect-Principal
HOK
124 Giralda Ave., Suite 100
Coral Gables, Florida 33134
P: 202.644.0895
Robert.Karamitsos@hok.com

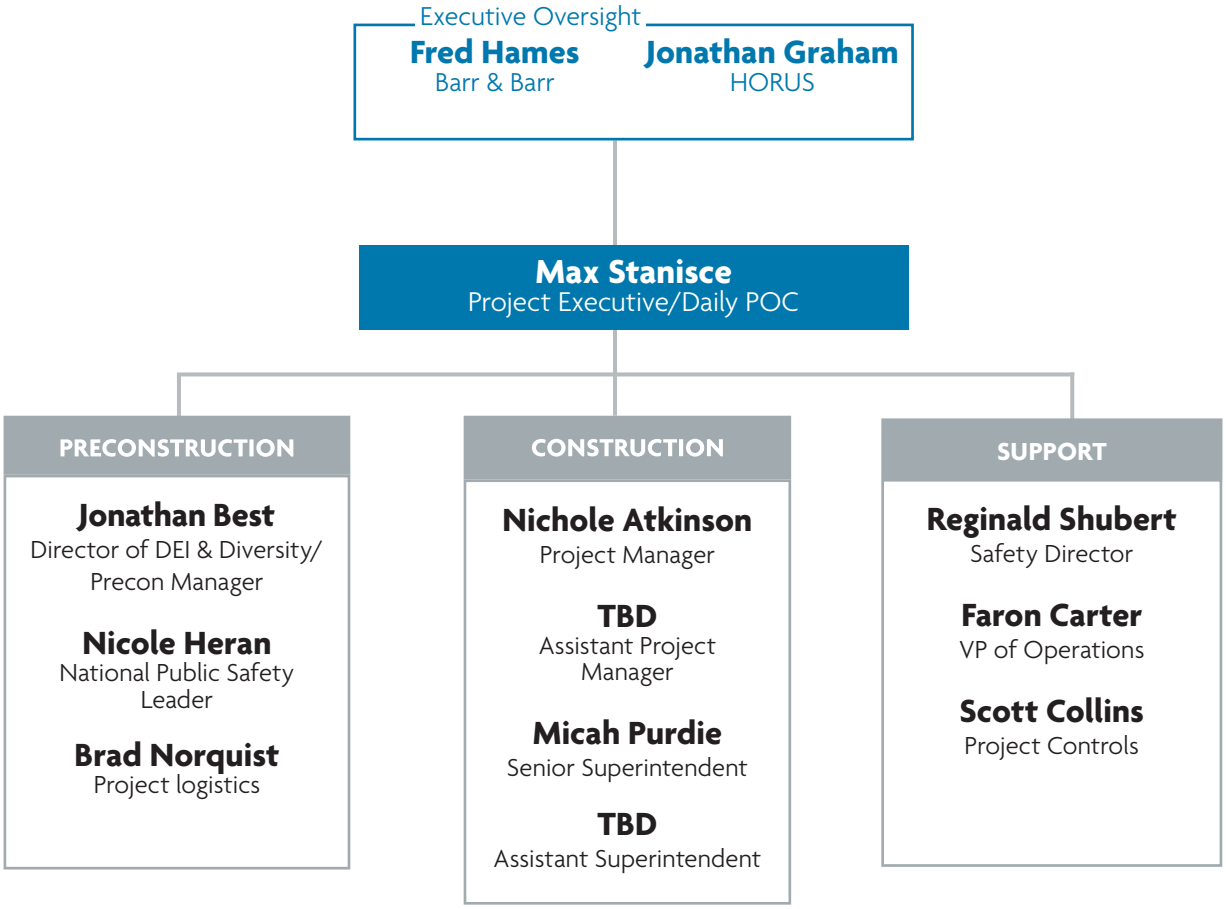
PROJECT DESCRIPTION

Phases 1 and 2 included a 63,406-SF City Hall Building, an 8,535-SF Council Chambers Building and a 167,157-SF parking garage. Phase 3 included a 67,164-SF Police Department Headquarters. The complex was designed to be single, cohesive facility to support all business activity and public interaction with City Council and staff. Key green features of this project include: rainwater harvesting, maximum daylighting throughout the project, energy efficient mechanical systems and equipment, native landscaping, bike racks, bus stop on site, parking preference for fuel efficient cars and photovoltaics planned on the roof of the Police Department Headquarters / LEED® Platinum

PROPOSED TEAM

Team Organizational Chart

Our team will actively pursue creative ways to add value to your building. We tightly manage the jobsite so as to place your students, your staff, and the public as the first priority - every day. Furthermore, we'll meet or exceed every stipulation spelled out in the project plan regarding quality, safety, schedule and budget.In short, we never stop protecting your interests throughout the life of the project. At the end of this section you'll find detailed resumes of each proposed member of our team that demonstrates their extensive experience with each components of the Fire Station #16 project in terms of highly similar size and scope, as well as complexity and level of expertise required.



Sworn Statement

Below we've included a sworn statement attesting to the fact that the above persons are exclusively assigned to this project for its duration. For us, this is not simply about complying with a requirement of an RFQ, it reflects our commitment to focusing on our clients and what's best for their projects - we will always provide the project with the resources and expertise necessary to ensure your project succeeds!

Your project team was selected to give you **industry-leading Public Safety expertise and vast experience** with Public Safety and Municipal Facilities. We evaluated the workload of our key team members and **we guarantee availability during preconstruction and construction**.

And because Barr & Barr is an employee-owned (ESOP) company, everyone we assign to your project has a **vested interest in its success**. You can trust each of them to execute it according to plan and with the **uncompromising quality your students deserve**.

Maxwell W. Stanisce

Vice President

EDUCATION:
West Virginia University
B.S., Civil Engineering

YEARS OF EXPERIENCE:
15

RELEVANT EXPERIENCE

Cumberland County Homeless Support Center - Fayetteville, NC
$14 million, 45,000-SF, new two-story facility providing services such as shelter, dining, restroom/showering, laundry, meeting and community spaces

Maimonides Medical Center (MMC), Modernization Project Brooklyn, NY
$106.5 million in total, the MMC Modernization Project is comprised of 9 individual parts, located in five different buildings. Scope(s) include: a new pediatric ED and waiting area, renovations to the adjacent areas for an expanded ED, renovations for a new Cath Lab, Behavioral Health and NICU, renovations to the existing ED and staff support areas, renovations to the existing Imaging Dept and PACU, and construction and renovations for a new CT-ICU unit

High Country Community Health - Elkin,NC
$2.5 million, 20,000-SF interior renovation of an occupied health care facility. Project scope includes the construction of a new dentistry suite, new pharmatutical lab, new patient treatment base. Due to project parameters facility construction was phased to maintain access to treatment bays.

Wake Tech Community College, Financial Aid Office & Beltline Campus Testing Center Renovation(s) - Wake County, NC
$60,000 combined renovations on the north and south campuses. Both campuses were occupied during construction, which required flexible construction hours to work around the testing and class schedules of the occupied campuses.

Guilford County Public Schools, Erwin Montessori at Archer Elementary - Guilford County, NC
$35 million, 67,000-SF currently in preconstruction phase. Demo of existing structure(s) on the site, new utilities and construction of a new academic facility serving students in K-5 grades

Nicole Heran

National Public Safety Leader

EDUCATION:
Colorado Technical University
B.S., Business Administration.

YEARS OF EXPERIENCE:
25+

RELEVANT EXPERIENCE

City of Miami Gardens, Municipal Complex - Miami Gardens, FL
$42.7 million, 306,262-SF municipal complex that incl.: city hall building, council chambers, police department headquarters and parking garage. Also incl.: new elevator, a new/upgraded electrical system, mechanical plant system, closed-circuit security cameras and controlled-access security systems. Green design features: rainwater harvesting, energy-efficient mechanical systems, and photovoltaics on the roof of the police department / LEED Platinum / 2015

City of Hollywood (COH), Police Department Headquarters - Hollywood, FL
$94 million, 100,000-SF headquarters facility including a 310-space parking garage

COH, Hollywood Beach Golf Course Clubhouse, Community Center & Perimeter Park - Hollywood, FL
$23 million, new center to include pro shop, dining area, meeting space, cart barn, staging area, signage and parking. Also includes: renovation of 18 holes with re-alignment for relocated clubhouse, new irrigation, cart paths, landscaping, course restrooms, and new curbing and fencing along 17th Avenue

COH, Dowdy Sports Field and Armory Renovations - Hollywood, FL
$6 million, scope includes: replacement of artificial turf field 130 x 100 yds., installation of new artificial turf field and drainage 130 x 60 yds., and re-lamping with LED sports lighting, removing baseball netting, poles, dugout, and resurfacing the parking. Armory renovations include: a new indoor sports facility with basketball/batting cages/soccer goals. ADA-compliant restrooms, offices, meeting rooms, storage, landscaping & connections to Dowdy field

Faron Carter
Project Manager

EDUCATION:
BS Civil Engineering, Howard University

YEARS OF EXPERIENCE:
14

RELEVANT EXPERIENCE

Active Shooter Training Center Development, Federal Law Enforcement Training Center - Charleston, SC
$5.1 million, 57,000 SF renovation and interior buildout for the Department of Defense

Dale City Volunteer Fire Department
$500,000,Renovated community meeting space approximately 3000 ft.^{2}. Completed dispatch Bay, rollup doors, and concrete apron replacement.

Stonehouse Volunteer Fire Department
$350,000, Bunk room renovations, approximately 2500 ft.^{2}.Common area renovations approximately 5000 ft.^{2}se

Washington Metropolitan Transit Authority (WMATA) & Metropolitan Washington Airport Authority (MWAA) - Sterling, Virginia
$250 Million, 400,000-SF, Base Building and Interior Fit Out of the Silver Railyard and Service Center including Transportation Police Station and EMS/Fire Service Center.

U.S. Department of Defense, Defense Logistics Agency Defense General Supply – Richmond, Virginia
$4.1 Million, 200,000-SF, Interior Renovation of Existing Supply and Emergency Response Facility

Micah Purdie
Senior Superintendent

EDUCATION:
Wake Technical Community College, Business Admin.

YEARS OF EXPERIENCE:
24

RELEVANT EXPERIENCE

Guilford County Public Schools, Erwin Montessori at Archer Elementary - Guilford County, NC
$35 million, 67,000-SF currently in preconstruction phase. Demo of existing structure(s) on the site, new utilities and construction of a new academic facility serving students in K-5 grades

Roxboro PD Headquarters - Roxboro, NC
Approx 15,000sf new building for the Roxboro Police Dept.

Union County Law Enforcement Training Facility and Range - Union County, GA
New precast and pre-engineered metal building for the Union County Sheriff's office.

Bay Leaf Fire Fire Station 1 (Northern Wake Station 1) - Raleigh, NC
New steel and block construction with apparatus bays, offices, and living quarters

Federal Medical Center Butner Linear Accelerator Addition and Renovations - Butner,NC
Precast and cast in place concrete, two story addition to an existing medical/correctional facility to house a new mechanical space, clean room, rest rooms, and Linear Accelerator. The project was completed within an active prison with minor alterations to the facility's standard security requirements.

East Carolina University Howell Sciences Complex South Tower Renovations - Greenville,NC
Complete interior demolition and renovation of the South Tower (4 Levels plus Basement and Penthouse) of the ECU Science Complex including but not limited to new mechanical, electrical, and plumbing systems, new classrooms, new teaching and research laboratories, the addition of fire suppression systems, a new elevator, and a new generator. Historical Project!!

Brad Nordquist

Project Logistics

EDUCATION:
University of Tennessee
B.S., Civil/Structural Engineering

YEARS OF EXPERIENCE:
24

RELEVANT EXPERIENCE

Polk County Fire Rescue Stations - Frostproof, FL
$3.2 million, four (4) new prototype 11,657-SF fire rescue stations in Polk County. Each station consisted of a double loaded 3-bay apparatus bay and residential quarters with 10 bunk rooms, kitchen, exercise room, and offices

Polk South County Jail Expansion, Phase II, III & IV - Frostproof, FL
$60 million, 160,000-SF, expansion included: four new buildings featuring three-story housing dorm, kitchen, infirmary and clinic, and video visitation building; associated infrastructure along with renovation of the existing facility. The new buildings add 855 beds within the secure perimeter of the existing campus. Tilt slab structure for the housing dorm, filling in an existing courtyard to provide infirmary and clinic space as well as pre-engineered metal buildings for the kitchen and video visitation

Villages Woodlands Country Club Restaurant & Pro Shop - The Villages, FL
$4.5 million, 10,700-SF new restaurant, pro shop and large covered patio area

Georgia World Congress Center Expansion, Phase IV - Atlanta, GA
$120.5 million, 1,400,000-SF expansion consisted of 450,000-SF exhibit space, 25,700-SF ballroom, 29 meeting rooms, restaurants, kitchens, registration areas, and a new entrance on the western side of the facility consisting of 3.6-acre landscaped plaza

Citibank Tampa Campus Development - Tampa, FL
$80 million, corporate campus consisting of four three-story office buildings 125,000-SF each, two-story amenities building 130,000-SF, and two two-level parking facilities with 1,500 vehicle capacity each. Amenities building includes: Kitchen/Servery/Dining Function, Fitness Area, Medical Suite, Training/Meeting Rooms, Loading Dock Functions, Printing Area and Central Plant Mechanical and Electrical Rooms

Reginald Shubert

Safety Director

EDUCATION:
US Dept. of Transportation Maritime Administration and Basic & Advanced Fire Safety/ Firefighting

YEARS OF EXPERIENCE:
30+

RELEVANT EXPERIENCE

MCCA Hynes Convention Center AHU's & Switchgears Upgrades - Boston, MA
$35million, This project requires a 9-phased approach in order to be able to replace internal parts of the AHUs and the current control systems, as well as completely replace the switchboards, starting in June 2024 through March 2029. Due to current event obligations, the Authority has identified available periods with no events and full building available for construction, which will be phased. The facility has a total of 27 Air Handler Units (AHUs) serving all major spaces in the building which are reaching the end of their useful life. In addition, the facility has two transformer vaults, serving a total of 11 switchboards which are ~35 years old with replacement parts no longer manufactured

CAE U.S. Headquarters, Manufacturing Building and Training Center - Tampa, FL
$78 million, 330,000-SF multi-building campus includes: new headquarters building, manufacturing facility with high-bay area and training cente

Villages Golf Car Sales Center - The Villages, FL
$10.5 million, 22,100-SF new sales center featuring: sales offices, lobby/reception area, large roll-up doors leading to maintenance bays for car repairs, gasoline pumps and EV charging stations, and a specialized lithium battery storage area

Villages Eastport Sales Center - The Villages, FL
$43.5 million, 100,000-SF new Sales Center featuring lobby with stone fireplace, high-end finishes and custom detailing. Interior spaces incl.: Sales team leader areas, conference and training rooms, offices, insurance and mortgage services, administrative, and community resources support area

Jonathan Best

Director of Preconstruction
Mid-Atlantic, Diversity & Inclusion

EDUCATION:
BS Civil Engineering,
Howard University

YEARS OF EXPERIENCE:
12

RELEVANT EXPERIENCE

Town of Matthews, Fire Station #3 - Matthews, NC
12,771-SF new facility featuring modern design elements and efficient construction methods. Scope incl.: shallow foundations and slab on grade, apparatus bay supported by CMU walls and prefabricated gable wood trusses, and light gauge metal stud walls. Also incl.: two mezzanine structures crafted with prefabricated wood trusses and stairs for added functionality

Town of Holly Springs, Fire Station #3 - Holly Springs, NC
new single-story, 3-bay building. Scope incl.: modern decontamination technology that pressurizes the apparatus bay to keep contaminants out of living quarters. Station also features a touch-down area for Holly Springs Police / 2024

Cumberland County Homeless Support Center - Fayetteville, NC
$14 million, 45,000-SF, new two-story facility providing services such as shelter, dining, restroom/showering, laundry, meeting and community spaces

City of Wilmington, Riverlights Fire Station - Wilmington, NC
12,700-SF and incl.: three (3) truck bays; bunkrooms; kitchen and dining area; crew day room; locker/shower/restrooms; office/radio room; training room; exercise room; equipment wash down area; climate controlled storage rooms; other storage space; private vehicle parking space; vehicle wash down area; and electric generator space

New Hanover County, Castle Hayne Fire Station - New Hanover County, NC
11,537-SF, one-story, includes apparatus bays, storage, offices and living quarters for fire fighters

New Hanover County, Gordon Road Fire Station - New Hanover County, NC
14,461-SF, one-story, includes apparatus bays, storage, offices and living quarters for fire fighters

Nichole Atkinson

Project Manager

EDUCATION:
East Carolina University
Bachelor of Science

YEARS OF EXPERIENCE:
15

RELEVANT EXPERIENCE

Guilford County Schools (GCS), Visual and Performing Arts PK-5 - Greensboro, NC
$69 million, 119,000-SF, new school

GCS, Katherine G. Johnson K-8 STEM School - Colfax, NC
$57 million, Preconstruction services, new school

Wake County Public Schools, M19-H11 Parkside Middle School / High School Combination - Fuquay - Varina, NC
$57 million, 295,000-SF, new school

Prince George's County Public Schools, Columbia Park Elementary School - Landover, MD
$750,000, HVAC Piping and Infrastructure Replacement

Washington Metropolitan Transit Authority Four Mile Run Breakroom Renovation - Arlington, VA
$500,000, 50,000-SF, Interior Renovation

Old Dominion House Demolition - Reston, VA
$200,000, 40,000-SF, Structure Demolition and Asbestos Abatement

North County Elevator Modernization - Fairfax, VA
$290,000, 3,000-SF, Elevator, Mechanical and Electrical Upgrades

Reston Regional Library - Reston, VA
$150,000, 40,000-SF, Roofing Replacement

Washington Metropolitan Transit Authority Dulles Railyard Expansion - Dulles, VA
$220 million, 400,000-SF, Base Building Commercial / Interior Fit Out

Defense Logistics Agency (Defense General Supply) Richmond, VA
$4.1 million, 200,000-SF, Base Building Commercial / Interior Fit Out

Fred A. Hames

President - Barr & Barr, Inc.

EDUCATION:
Kennesaw University
B.S., Criminal Justice

YEARS OF EXPERIENCE:
30+

RELEVANT EXPERIENCE

Cumberland County Homeless Support Center - Fayetteville, NC
$14 million, 45,000-SF, new two-story facility providing services such as shelter, dining, restroom/showering, laundry, meeting and community spaces

Gainesville Regional Utilities, Eastside Operations Center - Gainesville, FL
$53 million, 275,000-SF, center consisting of eight major buildings, three minor facilities, vehicle refueling station, truck shelter and extensive sitework including paving, drainage and related. Six LEED Gold certifications and three LEED Silver certifications

City of Plant City, Continuing Services - Plant City, FL
$4 million per contract maximum, Continuous Service Contracts for miscellaneous Construction Management Service projects for a four-year period ending March 2024

Canaveral Port Authority, Port Canaveral Cruise Terminal No. 6 - Port Canaveral, FL
110,000-SF, new terminal providing space for embarking/disembarking passengers as well as miscellaneous upgrades to adjacent sites supporting the cruise ship operations. Also includes a central energy plant with bridge extending 200' from the southeast corner of the terminal building

Canaveral Port Authority, Port Canaveral Welcome Center - Port Canaveral, FL
175' tall, center consisting of exhibits showcasing local amenities, a rooftop observation deck, an auditorium and offices

Seminole County Jail Expansion and Renovation - Sanford, FL
$55 million, 120,000-SF, Joint-Venture project, inside an occupied high-security facility, which added inmate housing for 432 beds

Jonathan Graham

President, HORUS Construction

EDUCATION:
Coursework completed, Pinellas Technical College

YEARS OF EXPERIENCE:
29

RELEVANT EXPERIENCE

City of Charleston, Gillard Center Renovation - Charleston, SC
$147 million, scope included: exterior finishes, interior plaster drywall assembly, hollow metal frame, thermal installation, metal framing, drywall, doors & hardware.

Active Shooter Training Center Development, Federal Law Enforcement Training Center - Charleston, SC
$5.1 million, 57,000 SF renovation and interior buildout for the Department of Defense

End User Classified Building Space - Charleston, SC
$18 million, 29,000 SF new facility for the Department of Defense

Classified Building Space - Charleston, SC
$28 million, 31,000 SF new classified facility for the Department of Defense

Palm Beach County Fire Station #49 - Boyton Beach, FL
$14 million, 18,318-SF, Palm Beach County Fire Station #49 is a new 18,318 SF, single-story facility in Boynton Beach featuring four emergency vehicle bays, 15 bunk rooms, and essential support spaces. The project included site improvements, emergency signalization, and integrated public art. It enhances response times and unit availability in the area.

Dennis Brewer Fire Station and Police Substation West Memphis, AK
$11 million, 18,000-SF, The City of West Memphis launched a major municipal building program that included the design, construction, and financing of the Dennis Brewer Fire & Police Station, an additional fire station, and a new city hall/courts building. Delivered through Arkansas' first design-build-finance public-private partnership, the project modernized the city's public safety and administrative facilities. Each building was designed to high standards, with advanced features like state-of-the-art fire apparatus bays, secure police detention areas, and community-focused spaces. It marked the city's first municipal construction since 1974.

HUB CERTIFICATION

HUB Participation

PROGRAM OVERVIEW

Barr & Barr and HORUS of NC are committed to engaging with our community that includes diverse and small trade partners. We have already started the process by joining forces to pursue the City of Fayetteville Fire Station #16 project as a team. The goal is to showcase our team working together but most importantly to put on display the talent within HORUS of NC The next time that a project like this comes out we want for City of Fayetteville to have had such a great experience with our team that as Barr & Barr is walking out of an interview HORUS of NC is walking into the interview. As a example of our commitment to maximizing participation we have set a goal of **45%** minority participation on this project. To ensure maximum local inclusion, we facilitate regularly targeted subcontractor outreach event to stimulate interest and awareness of the project. This program serves as the basis for our mentor protegee program that is lead by our in house dedicated personnel has proven results throughout our many projects and regions. For a specific dive into our 4-Tier approach to inclusion, please review our plan below. Our Inclusion Program consist of a four-tier plan of outreach the four tiers are as follows:

TIER #1 - CM TEAM MEMBER

We have decades of local, community, small and minority business outreach experience. We've tailored our community involvement and events to attract and retain all levels of businesses to participate in our construction projects at the local level and throughout the state. Our efforts have always exceeded published goals from major prime subcontractors to the local skilled and trained labor market.

Barr & Barr, through our relationship and partnerships with NC State Agencies, the SBA, and local Economic Development authorities, have a thoroughly developed local and community outreach process. We've conducted several recent community events under, seminars, and educational opportunities, as well as Mentor-Protégé program outreach events in the cities and regions where we provide our services. Those connections are fostered and developed into successful working relationships throughout our project life cycle. We embrace and promote diversity and are committed to working with the client and the local business community to achieve the most significant beneficial impact on a community-wide scale.

TIER #2 - W/MBE / SBE SUBCONTRACTORS

Barr & Barr's M/MBE and local subcontractor outreach plan targets subcontractors that are M/WBE status firms for which we have not already worked with. If a subcontractor is not in our existing database, we work with them to become prequalified to the standard that will meet the requirements of our project and clients.

TIER #3 - W/MBE/SBE SUB-SUBCONTRACTORS

Through "match-making" sessions, we are able to identify and introduce prequalified industry subcontractors to other, smaller W/MBE / SBE / Local subcontractors to facilitate business opportunities between them. Our plan will include this mentor-protégé relationship development. We will conduct pre-bid meetings for the individual divisions of work, at which time all bidders will be introduced to one another. As the bids are submitted for review, we will provide for the subcontractors to describe the Sub-Subcontractor relationships included at the time of the bid. As we compile the Guaranteed Maximum Price (GMP), we will present the list of bidders who have included this M/WBE participation for their consideration and approval to participate in the construction.

TIER #4 - LOCAL SKILLED AND GENERAL LABOR

To maximize the positive impact of the dollars spent on facilities and construction, our team will reach out to the local skilled and general labor market of individuals who have worked in the construction or other related services. We will host "match-making" sessions between the successful subcontractors and these individuals to provide employment opportunities. Further, as we have the need to hire miscellaneous project personnel, we can draw from the resources of available local labor.

As we mobilize the project, we establish in the job-office trailer as another location dedicated to supporting the W/MBE / SBE / Local Subcontractors needs as well as the local skilled labor market. Relative to meeting the needs of

the local individual market, it will be staffed by a dedicated member of our team to meet and advise members from the local community as to the opportunities that exist for their inclusion in the project. These may include:

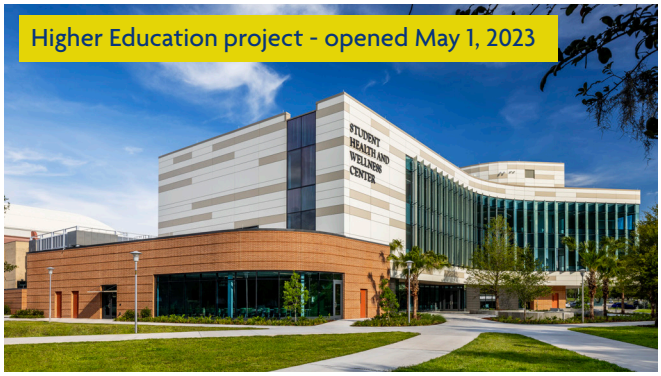
- Introductions to their related trade contractors
- Direct hire for our team's self-performs activities
- Direct hire for the project's general conditions requirements

ON-GOING MENTOR - PROTEGE SUPPORT

Mentoring is paramount to the long-term success of our utilization plan and we recognize that it is a continuous process. Therefore we continuously provide dialogue, support and necessary tools to ensure our partners' success and protégé team members. We were mentored and supported, now we pass down what we learned to those whom we mentor. It's a cycle of building the community and building businesses.

Diversity & Inclusion Success: Summary of our recent projects

Maximizing WMBE participation on a project such as the City of Fayetteville Fire Station #16 project might be a daunting task for some CM's however, it's challenges are not new to our team. The best way to demonstrate our abilities is to provide examples across multiple markets (from health care to education to historic renovations) that demonstrates the success of our process for inclusion. We will apply the same approach of outreach, notification, mentoring, prequalification assistance, appropriate scoping and many others to ensure that the City of Fayetteville's goals are not only met, but exceeded!



USF Student Health & Wellness Center
MBE Goal was 25%
MBE Actual was 27.6%

Moffitt McKinley Hospital
MBE Goal was 15%
MBE Actual was 22.8%
Equates to $60.7 million to local, diverse firms!

Our Diversity strategies work across various markets!

UMASS Amherst Old Chapel Renovation
MBE Goal was 15.3%
MBE Actual was 17.6%

Cornell Tech, Bloomberg Center
MBE Goal was 20%
MBE Actual was 21.5%

Moffitt Cancer Center In-Patient Bed Expansion
MBE Goal was 18%
MBE Actual was 23.9%

Apollo Theater Historic Restoration
MBE Goal was 20%
MBE Actual was 43.3%

PROJECT QUALITY

PROJECT UNDERSTANDING

Our team has extensive knowledge of constructing fire station and public safety projects; consequently, we are familiar with the scope of work given by the City of Fayetteville, including pre-planning, preparing plans, cost estimation, project schedules, construction of the fire station, construction administration, and project closeout. After reviewing the scope, our team will be able to effectively manage and keep track of this new fire station project.

KEY CHALLENGES + MITIGATION

CMAR projects are very unique and have several major challenges and milestones that need to be accomplished to ensure a successful project. Below are several of those risk and how we address them.

Due Diligence: In the design stages of this project, making sure all of the stakeholders are engaged, and the design and construction teams have a clear understanding of what the Fire department NEEDS out of this building is critical. Understanding the flow, function, and history of the fire station ensures that everybody is happy with the final product.

Schedule: Throughout the entire project, communication between our team internally , the design team and City of Fayetteville will be key to making sure that we deliver this project ahead of schedule. With a firm understanding of long lead items, potential schedule conflicts, and weekly update calls we will make sure to deliver as promised.

Budget: Having a constructability review throughout the design phase will be a HUGE initial step in making sure that this project stay within the desired budget of the City of Fayetteville. Once design and budget align, Barr and Barr/HORUS will make sure that with competitive pricing, ironclad scopes of work & extensive preconstruction efforts that there are NO surprises and the project comes in at or below budget.

Involvement: We understand this project will be a COMMUNITY project as much as a functional fire station. We will work with all parties to make sure that the history and values are on display and make sure we highlight a sense of COMMUNITY ENGAGEMENT. This will be a challenge to capture all of this in one project but our team is up to the task.

As you can see above and in the pages to come, OUR PEOPLE, OUR PROCESS, AND PROVEN TRACK RECORD are what give us confidence that we can deliver this incredible project for the City of Fayetteville.

PRECONSTRUCTION APPROACH

We firmly believe that collaboration is the key to delivering Fayetteville's newest fire station. Our job is to listen, understand, and work with you and your key stakeholders to imagine a state-of-the-art fire station that reduces response times, provides a home to your high-quality workforce, minimizes operating and maintenance costs, is energy efficient, and prioritizes workplace safety. Barr and Barr/HORUS will work with the team to help research, program, design, and construct your project. We will kick off the project with a session to identify your key stakeholders, establish goals and guiding principles, identify program objectives, confirm your budget, and develop a schedule. These meetings will include Barr and Barr/HORUS and the full design team, ensuring everyone understands project goals from day one. We will review costs at each phase, ensuring the project remains on budget and keeping your team updated throughout the process.

CONSTRUCTION APPROACH

MINIMAL CHANGE ORDERS

On previous Barr and Barr/HORUS projects, we have recorded 0 change orders. We achieve this by identifying constructability issues prior to the project reaching the field. We will think through development regulations, code issues, and construction means and methods during the design process. Our initial review will concentrate on identifying site and building design related issues. Additional constructability issues will be identified and presented to the team throughout the life cycle of our involvement. From the outset of award, we develop a site utilization plan that is continuously developed throughout the preconstruction and construction phases to address changes that occur during the project whether demolition, sitework, or the ever

changing building structure. We use this plan to visually communicate to all members of the team the importance and the need to effectively manage the site and to resolve/forecast any potential impacts to the project schedule, cost, safety, or quality.

QUALITY CONTROL:

Barr & Barr/Horus has a unique way of being organized, as client-focused approach to Complete Quality Management. Our team achieves goals that are not only status quo but have been complimented as setting the bar as it relates to quality. This project is critical to the City of Fayetteville and our team needs to construct a facility that will exceed a 50 year building life with low maintenance cost to the tax paying citizens. These operating principles to Overall Quality Management is clearly reflected by our long-term client relationships, and the fact that 85% of our business is driven by repeat clients.

Our team requires strict compliance with the specified terms, scopes and budgets of our contracts. We carefully plan all work activities and follow approved plans that include; communicating clearly and frequently with clients and staff, including all relevant parties in the decision-making process; and finally continuously striving to improve our performance by evaluating past performance and utilizing lessons learned.

The team performance will be consistent with our core values of Honesty Integrity Accountability And Passion = Trust driven by the execution of the Project Management Plan. Execution and Quality are documented and reporting using Project Site, our online project information management system from sources and practices including:

•Document Control

•Submittal Process/Control

•100% Material & Equipment Verification

•Preinstallation Meetings

•Quality Control Checklist

•Testing & Inspections

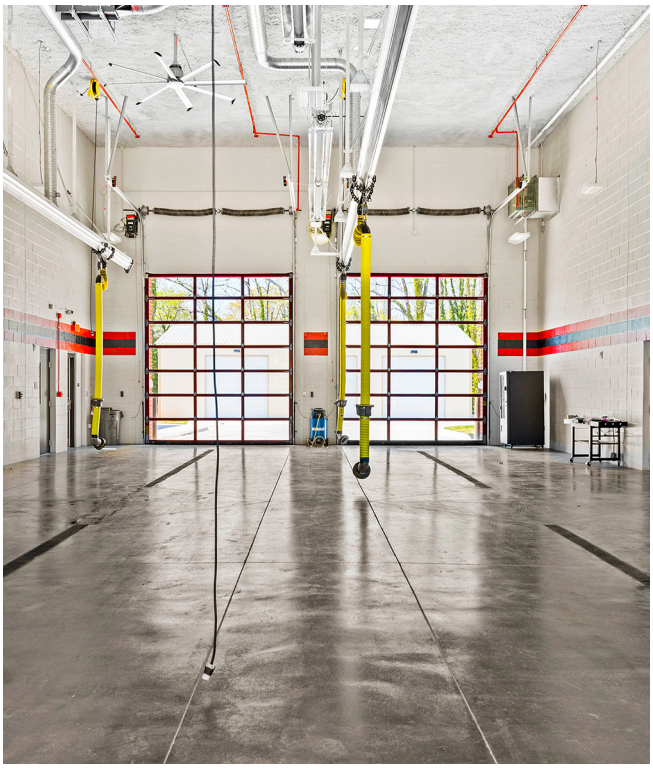
•Non conformance List

•Progress Photos

•As Built Drawings

Before any commencement of work by and of the Trade Partner's Scope of work, our team will hold a mandatory pre install/prep meeting with the attendance of the CM, Designer, City of Fayetteville, Testing Firm and the designated trade partner's project manager, superintendent, foreman and any other pertinent personnel to ensure the project scope and tasks are adequately understood and eliminating errors and or omissions in the field.

Barr & Barr/Horus will use technology at each stage of construction to for photographic and video use by the client, to ensure in place work is commensurate with the project drawings and specifications. Any non compliant work is immediately identified and rectified via notifications to the applicable Trade Subcontractor. These photos and videos are utilized to fully illustrate work performed as time of installation. Select images are incorporated into the owners monthly report prepared by our team.



Schedule

A preconstruction management schedule will be developed using **Primavera Scheduling Software** with input from each project team member. This information will be integrated into the Barr and Barr/HORUS Master Project Construction Schedule, which will map out all construction activities of the project. Our team maintains and regularly evaluates the overall project schedule. The schedule is comprehensive, complete with milestone dates for all activities including design, permitting, construction and occupancy. Long lead items and critical path items are identified early in the preconstruction schedule in order to prohibit delays. The team is focused on meeting the schedule dates to ensure on time delivery.

Our team's schedule will address the multiple phases of

this project. We have included a snapshot of how this schedule will look as we come aboard as your trusted partner. The phased construction of each project, including early packages, allowed these projects to meet the Owner's milestones so that additional scope was allowed to be included to meet the Owners' changing needs.

Our team maintains and systematically updates the progress of the project and holds all team members accountable for meeting the dates - from start to finish. We include the project schedule in each and every bid package so that the expectations are clearly communicated to the trade package partners.

TECHNOLOGY

Preconstruction

Upon receipt of construction documents, we will update and provide more detailed cost estimates for all building components throughout he following design phases:

- Schematic Development Design Phase
- Design Development Design Phase
- Construction Document Design Phase

Each estimate phase will be based on "in-house" quantitative surveys, current material pricing, selective applied historical cost data and key subcontractor input. All aspects of the project scope from site development through electrical work will be quantified and priced by Barr and Barr/HORUS preconstruction services team members. We utilize **Sage Estimating software** which houses our historical database and estimating assemblies.

As the design progresses, the overall cost picture will be further solidified and compared back to previous estimates for tracking and comparative purposes. In anticipation of bidding the trades, we prepare cost estimates using the likely bid package category breakdown with specific allowances and assumptions being defined during each estimate phase.

Construction

For project management, Barr and Barr/HORUS utilizes Procore. This system empowers our team members to engage in and communicate project delivery from every digital platform used on- or off-site through all phases of the project. This program stores Barr and Barr/HORUS pertinent project information, from project documents, RFIs, and meeting minutes, to submittals, photos, schedules, and as-builts. Through our utilization of this software, we can collaborate efficiently and maximize productivity in an organized environment.

Procore allows us to offer access all team members—owners, designers, and subcontractors—through the project homepage so we can function as one team. By having instant access to documentation and being involved upon the addition of new information, all parties are informed through real-time distribution. Barr and Barr/HORUS

Techology Tools Include: BIM 360, BluBeam Revu, Plan Grid, Revizto, VR Walk-Throughs/Punchlist, Sage Estimating/Timberline, iSFT, PlanSwift, EarthWorks 4D, Primavera P6, Revit, Navisworks, AutoCAD, Bluebeam, A360Drive, Matterport, 3DSMax.

Owner's Name

Project Name

Project Safety Plan

A copy of the project safety plan can be found in the packaging with proposal.

Prepared By: **Reginald K. Shubert, CHST**
Corporate Safety Director

Revision 0
Date

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

PURCHASING

July 17, 2025

MEMO TO: Prospective Bidders

FROM: Kimberly Toon, Purchasing Manager

SUBJECT: **Addendum #1:** RFQ Construction Manager at Risk Fire Station 16

DUE DATE AND TIME: **AUGUST 8, 2025; 2:00 p.m.**

1. The Bid Documents are hereby modified per the attached Addendum #1 dated July 17, 2025. To include the following:

    a. **Question and Answers**
    b. **Revisions to RFQ**
2. The foregoing changes shall be incorporated in the Bid Documents, and a copy of the Addendum #1, signed by the Bidder, must accompany the Bid to indicate the Bidder's familiarity with the changes.

Question and Answers

Question: Can our team go by the site?
Answers: Yes. Most of the site is visible from the public ROW. Please contact David S. Webb <DavidSWebb@FayettevilleNC.Gov> prior to visiting if you wish to go onto the property.

Question: What is the current stage of the design documents and when is design expected to be completed?
Answer: *Schematic design will be completed by the end of August.*

Question: The RFQ states firms are not to use prior experience of members of the team while at other firms. Most of the times this is encouraged as that experience especially if relevant is very necessary. Can we get an amendment to the RFQ that allows for firms to use experience of members of our teams experience at prior firms.
Answer: We will allow experience of team members while at other firms for consideration, but firm experience should be distinguished from team member experience at other firms. This should be clearly noted and identified as such and should not be portrayed as experience of the firm.

B. Revisions to the RFQ:

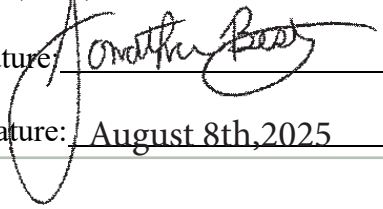
- *The paragraph: "Plans, specifications and bid documents may be obtained in the Purchasing Office*

of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to kimberlytoon@fayettevillenc.gov" on page 3 of the RFQ should be deleted as this is not relevant for this submittal of Statements of Qualifications.

- There will be no Pre-Submittal Meeting as indicated in the table on page 5 of the RFQ. Interested firms are encouraged to submit any questions in writing.
- The Due Date & Time for Submittals listed in the table on page 5 should read as August 8, 2025 at 2:00 PM.

Bidder Acknowledgement:

Bidder Name (Print): Barr and Barr, Inc.

Bidder Signature: 

Date of Signature: August 8th,2025

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

PURCHASING

August 4, 2025

MEMO TO: Prospective Bidders

FROM: Kimberly Toon, Purchasing Manager

SUBJECT: **Addendum #2:** RFQ Construction Manager at Risk Fire Station 16

DUE DATE AND TIME: **AUGUST 8, 2025; 2:00 p.m.**

1. The Bid Documents are hereby modified per the attached Addendum #2 dated August 4,2025. To include the following:

    a. Revisions to RFQ

2. The foregoing changes shall be incorporated in the Bid Documents, and a copy of the Addendum #2, signed by the Bidder, must accompany the Bid to indicate the Bidder's familiarity with the changes.

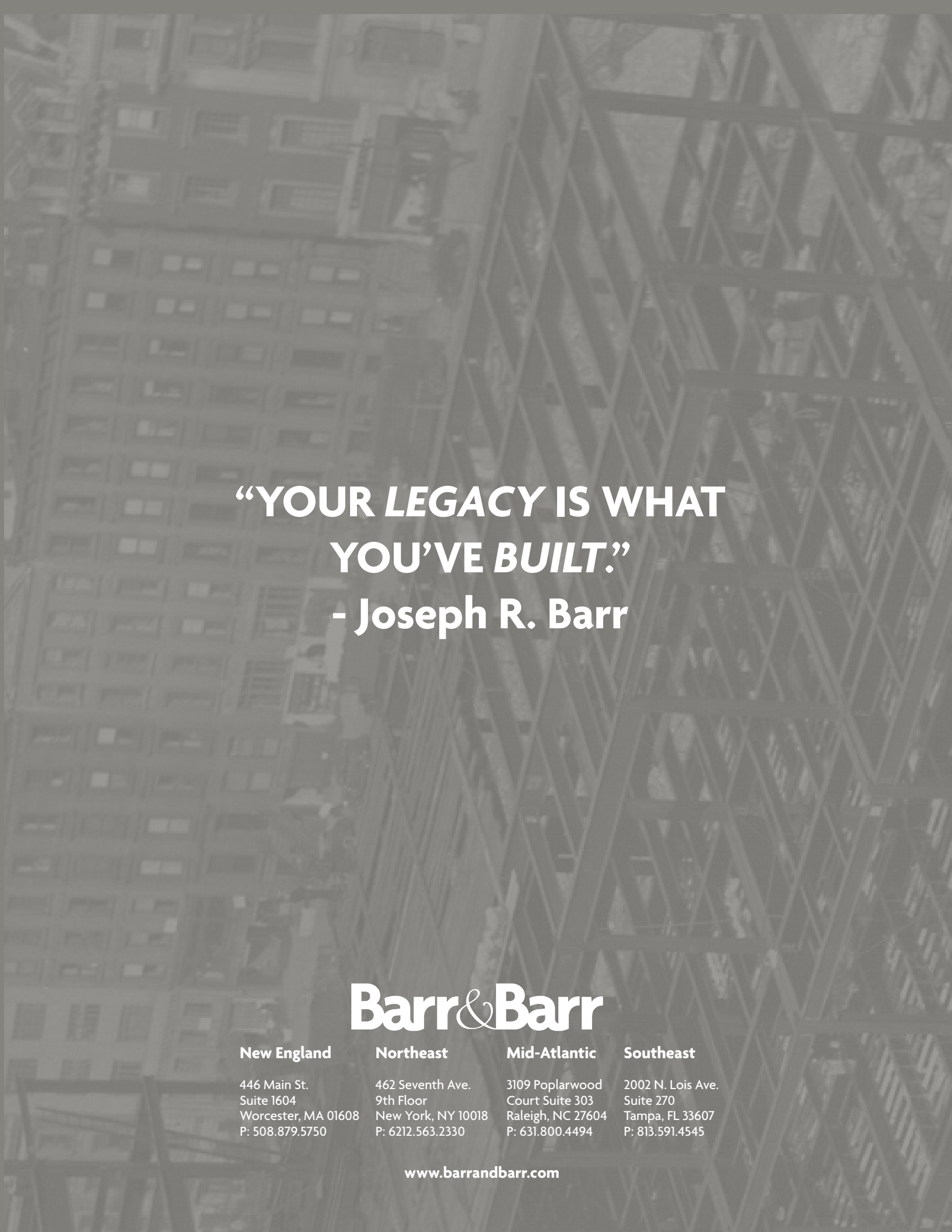
AIA Documents as attached. Documents subject to revisions.

Bidder Acknowledgement:

Bidder Name (Print): Barr and Barr, Inc.

Bidder Signature: Jonathan Barr

Date of Signature: August 8th,2025



"YOUR *LEGACY* IS WHAT YOU'VE *BUILT*."
- Joseph R. Barr

Barr&Barr

New England
446 Main St.
Suite 1604
Worcester, MA 01608
P: 508.879.5750

Northeast
462 Seventh Ave.
9th Floor
New York, NY 10018
P: 6212.563.2330

Mid-Atlantic
3109 Poplarwood
Court Suite 303
Raleigh, NC 27604
P: 631.800.4494

Southeast
2002 N. Lois Ave.
Suite 270
Tampa, FL 33607
P: 813.591.4545

www.barrandbarr.com

BARR & BARR, INC.

FINANCIAL STATEMENTS

JUNE 30, 2024

CONFIDENTIAL

BARR & BARR, INC.

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GRASSI

INDEPENDENT AUDITORS' REVIEW REPORT

To The Board of Directors
Barr & Barr, Inc.
New York, New York

Results of Review of Interim Financial Information

We have reviewed the accompanying interim financial information of Barr & Barr, Inc., which comprise the balance sheet as of June 30, 2024, and the related statements of income, changes in stockholder's equity and cash flows for the six months then ended, and the related notes to the interim financial information.

Based on our review, we are not aware of any material modifications that should be made to the interim financial information for it to be in accordance with accounting principles generally accepted in the United States of America.

Basis for Review Results

We conducted our review in accordance with auditing standards generally accepted in the United States of America applicable to reviews of interim financial information. A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. A review of interim financial information is substantially less in scope than an audit conducted in accordance with generally accepted accounting standards, the objective of which is an expression of an opinion regarding the financial information as a whole, and accordingly, we do not express such an opinion. We are required to be independent of Barr & Barr, Inc. and meet our ethical responsibilities in accordance with the relative ethical requirements relating to our review. We believe that the results of the review procedures provide a reasonable basis for our conclusion.

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Responsibilities of Management for the Interim Financial Information

Management is responsible for the preparation and fair presentation of the interim financial information in accordance with principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of interim financial information that is free from material misstatement, whether due to fraud or error.

Grassi & Co, CPAs, P.C.

GRASSI & CO., CPAs, P.C.

Jericho, New York
August 20, 2024

50 JERICHO QUADRANGLE, STE. 200, JERICHO, NY 11753
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NEW YORK | NEW JERSEY | MASSACHUSETTS | FLORIDA

MOORE
AN INDEPENDENT MEMBER OF
MOORE NORTH AMERICA, INC.

BARR & BARR, INC.
BALANCE SHEET
JUNE 30, 2024
(UNAUDITED)

ASSETS

CURRENT ASSETS:	
Cash and cash equivalents	$ 17,928,809
Equity investments	15,570,024
Contract receivables, net	76,699,983
Contract assets, including conditional retainage of $27,909,864	30,506,131
Insurance retro receivable	145,354
Prepaid and refundable income taxes	35,373
Prepaid expenses and other current assets	2,461,188
Total Current Assets	143,346,862
PROPERTY AND EQUIPMENT, NET	762,204
OPERATING LEASE RIGHT-OF-USE ASSETS, NET	5,190,238
OTHER ASSETS:	
Post-retirement health care plan receivable	318,802
Security deposits	93,112
Cash surrender value of officers' life insurance	1,624,888
Total Other Assets	2,036,802
TOTAL ASSETS	$ 151,336,106

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BARR & BARR, INC.
BALANCE SHEET
JUNE 30, 2024
(UNAUDITED)

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES:	
Accounts payable	$ 104,780,186
Current portion of deferred compensation payable	535,618
Contract liabilities, net of conditional retainage of $4,179,557	5,604,587
Current portion of operating lease liabilities	651,366
Accrued expenses and other current liabilities	4,337,734
Total Current Liabilities	115,909,491
LONG-TERM LIABILITIES:	
Deferred compensation payable, less current portion	4,073,248
Operating lease liabilities, less current portion	5,157,179
Total Long-Term Liabilities	9,230,427
Total Liabilities	125,139,918
CONTINGENCIES	
STOCKHOLDER'S EQUITY:	
Common stock, $1.25 par value; 100,000 shares authorized; 56,988 shares issued and outstanding	83,966
Retained earnings	25,708,529
Accumulated other comprehensive income	403,693
Total Stockholder's Equity	26,196,188
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 151,336,106

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See independent auditors' review report and notes to financial statements.

BARR & BARR, INC.
STATEMENT OF INCOME
FOR THE SIX MONTHS ENDED JUNE 30, 2024
(UNAUDITED)

CONTRACT REVENUES	$ 203,928,223
CONTRACT COSTS	197,073,056
GROSS PROFIT	6,855,167
GENERAL AND ADMINISTRATIVE EXPENSES	7,053,988
LOSS FROM OPERATIONS	(198,821)
OTHER INCOME (EXPENSE):	
Interest and dividend income	256,811
Interest expense	(10,262)
Gain on disposition of property and equipment	1,696
Gain on sale of investments	90,279
Unrealized gain on investments held	74,460
Gain on cash surrender value of officers' life insurance	60,158
Total Other Income	473,142
INCOME BEFORE PROVISION FOR INCOME TAXES	274,321
PROVISION FOR INCOME TAXES	7,632
NET INCOME	$ 266,689

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See independent auditors' review report and notes to financial statements.

BARR & BARR, INC.
STATEMENT OF CHANGES IN STOCKHOLDER'S EQUITY
FOR THE SIX MONTHS ENDED JUNE 30, 2024
(UNAUDITED)

	Common Stock			Accumulated Other Comprehensive	
	Shares	Amount	Retained Earnings	Income, Net of Tax	Total
BALANCE, JANUARY 1, 2024	56,988	$ 83,966	$ 25,441,840	$ 403,693	$ 25,929,499
NET INCOME	-	-	266,689	-	266,689
BALANCE, JUNE 30, 2024	56,988	$ 83,966	$ 25,708,529	$ 403,693	$ 26,196,188

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See independent auditors' review report and notes to financial statements.

BARR & BARR, INC.
STATEMENT OF CASH FLOWS
FOR THE SIX MONTHS ENDED JUNE 30, 2024
(UNAUDITED)

CASH FLOWS FROM OPERATING ACTIVITIES:	
Cash received from construction contracts	$ 184,823,922
Interest and dividends received	256,811
Income tax refund	50,000
Cash Provided By Operating Activities	185,130,733
Cash paid for contract costs	(184,181,381)
Cash paid for general and administrative costs	(6,308,745)
Interest paid	(10,262)
Income taxes paid	(15,974)
Cash Disbursed For Operating Activities	(190,516,362)
Net Cash Used In Operating Activities	(5,385,629)
CASH FLOWS FROM INVESTING ACTIVITIES:	
Proceeds from cash surrender value of officers' life insurance	60,721
Proceeds from sale of property and equipment	5,500
Cash Provided By Investing Activities	66,221
Purchase of investments, net	(765,822)
Purchase of property and equipment	(47,497)
Cash Disbursed For Investing Activities	(813,319)
Net Cash Used In Investing Activities	(747,098)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(6,132,727)
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	24,061,536
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 17,928,809

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See independent auditors' review report and notes to financial statements.

BARR & BARR, INC.
STATEMENT OF CASH FLOWS
FOR THE SIX MONTHS ENDED JUNE 30, 2024
(UNAUDITED)

RECONCILIATION OF NET INCOME TO NET CASH USED IN OPERATING ACTIVITIES:	
NET INCOME	$ 266,689
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH USED IN OPERATING ACTIVITIES:	
Gain on disposition of property and equipment	(1,696)
Depreciation and amortization	151,659
Noncash lease expense	578,598
Unrealized gain on investments held	(74,460)
Gain on cash surrender value of officers' life insurance	(60,158)
Deferred compensation	(20,802)
Gain on sale of investments	(90,279)
Changes in assets:	
Contract receivables	(13,710,814)
Contract assets	(3,987,499)
Prepaid and refundable income taxes	42,579
Prepaid expenses and other current assets	(880,802)
Changes in liabilities:	
Accounts payable	12,843,175
Contract liabilities	(1,405,988)
Insurance retro liability	48,500
Operating lease liabilities	(576,928)
Accrued expenses and other current liabilities	1,492,597
Total Adjustments	(5,652,318)
NET CASH USED IN OPERATING ACTIVITIES	$ (5,385,629)

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See independent auditors' review report and notes to financial statements.

Note 1 - Nature of Operations

Barr & Barr, Inc. (the "Company") serves as a construction manager and general contractor on construction projects throughout the New England, northeast, mid-Atlantic and southeastern United States. Construction work is generally performed under fixed-price contracts and cost plus a fee with a guaranteed maximum price contracts. The length of the Company's contracts varies but typically ranges from one to three years.

The Company is wholly-owned by the Barr & Barr, Inc. Employee Stock Ownership Plan ("ESOP").

Note 2 - Summary of Significant Accounting Policies

Revenue and Cost Recognition

The Company recognizes its revenue in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"). The guidance affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards.

ASC 606 provides that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration the entity expects to receive in exchange for those goods or services. An entity should apply the following five-step process to recognize revenue: (1) Identify the contract with a customer; (2) Identify the performance obligations in the contract; (3) Determine the transaction price; (4) Allocate the transaction price to the performance obligations in the contract; and (5) Recognize revenue when (or as) the entity satisfies a performance obligation.

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Construction Contracts

Revenues on construction contracts are recognized over time, as performance obligations are satisfied, due to the continuous transfer of control to the customer. The customer typically controls the asset under construction, as evidenced either by contractual termination clauses or by the Company's rights to payment for work performed on the asset under construction that does not have an alternative use to the Company. The Company's construction contracts are generally accounted for as a single performance obligation, since the Company is providing a significant service of integrating components into a single project. The Company recognizes revenue with a cost-to-cost "input method" using the percentage-of-completion method, whereby progress towards completion is recognized according to the percentage of incurred costs to estimated total costs. This method best depicts the transfer of control to the customer, which occurs as the Company incurs costs on its contracts. Incurred costs represent work performed, which corresponds with and thereby best depicts the transfer of control to the customer.

Because the Company almost always acts as a principal in the construction contracts, gross revenues are recognized. The Company is considered the principal because the Company controls the contractually specified goods and services before they are transferred to the customer.

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Revenue and Cost Recognition (cont'd.)

Construction Contracts (cont'd.)

Revenues on uninstalled materials are recognized when control is transferred to the customer. Under certain circumstances (e.g., transfer of control occurs significantly before services are provided, the cost of the material is significant), revenue on certain uninstalled third-party materials is recognized when the cost is incurred; however, profit is not recognized until the material is ultimately installed in the project.

Practical Expedients

The Company utilizes certain practical expedients as follows:

- In cases where the Company has an unconditional right to consideration from a customer in an amount that corresponds directly with the value of the performance completed to date, the Company recognizes revenue in the amount to which there is a right to invoice for services performed.
- The contract price is not adjusted for the effects of a significant financing component if the Company expects, at contract inception, that the period between when the Company transfers a service to a customer and when the customer pays for that service will be one year or less.
- Incremental customer contract acquisition costs are expensed as they are incurred when the amortization period is less than one year in duration.

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Contract Assets and Liabilities

Billing practices are governed by the contract terms of each project based upon costs incurred, achievement of milestones, or predetermined schedules. Billings do not necessarily correlate with revenue recognized over time using the percentage-of-completion method. Contract assets include conditional retainage, unbilled amounts typically resulting from revenue under long-term contracts when the percentage-of-completion method of revenue recognition is utilized and revenue recognition exceeds the amount billed to the customer. Contract liabilities consist of conditional retainage, advance payments and billings in excess of revenue recognized as well as deferred revenue.

The Company's contract assets and liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period. In accordance with normal construction industry practice, the Company includes in current assets and current liabilities amounts relating to construction contracts realizable and payable over a period in excess of one year. These assets and liabilities will be liquidated in the normal course of contract completion, which may extend beyond one year.

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Revenue and Cost Recognition (cont'd.)

Contract Assets and Liabilities (cont'd.)

The opening and closing balances of contract receivables, contract assets, and contract liabilities from contracts with customers are as follows:

	Contract Receivables, Net	Contract Assets	Contract Liabilities
Balance, January 1, 2024	$ 62,989,169	$ 26,518,632	$ 7,010,575
Balance, June 30, 2024	$ 76,699,983	$ 30,506,131	$ 5,604,587

Combining Contracts

The Company evaluates whether two or more contracts with the same customer should be combined and accounted for as a single contract, and whether a single or combined contract should be accounted for as more than one performance obligation. This evaluation requires significant judgment and could change the amount of revenue and profit recorded in each period.

Performance Obligations

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Generally, the Company's contracts contain one performance obligation. A performance obligation is a promise in a contract to transfer a distinct good or service to the customer and is the unit of account. The Company's performance of the contracts with customers typically provides a significant service of integrating a complex set of tasks and components into a single project or capability (even if that single project results in the delivery of multiple units), and as such, the entire contract is accounted for as one performance obligation. The transaction price is allocated to the performance obligation and recognized as revenue when, or as, the performance obligation is satisfied with the continuous transfer of control to the customer.

Less commonly, a contract may be considered to have multiple performance obligations even when they are part of a single contract. For contracts with multiple performance obligations, the Company allocates the transaction price to each performance obligation using the best estimate of the standalone selling price of each distinct good or service in the contract.

Transaction Price

The transaction price is the amount of consideration the Company expects to receive in exchange for transferring goods and services to the customer. The consideration promised in a contract with customers may include both fixed and variable amounts to the extent that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved (i.e., probable and capable of being estimated).

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Revenue and Cost Recognition (cont'd.)

Variable Consideration

The nature of the Company's contracts gives rise to several types of variable consideration, including claims, bonuses, incentives and/or penalties and liquidating damages. The Company includes in the contract estimates additional revenue for variable consideration when the Company believes it has an enforceable right to the modification, the amount can be estimated reliably, and it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. The Company uses the expected value (i.e., the sum of a probability-weighted amount) or the most likely amount method, whichever is expected to better predict the amount. These estimates are based on management's assessment of legal enforceability, Company performance, and all information (historical, current, and forecasted) that is reasonably available to the Company.

Contract Modifications

Contract modifications are routine in the performance of the Company's contracts. Contracts are often modified to account for changes in the contract specifications or requirements. In most instances, contract modifications are for goods or services that are not distinct and, therefore, are accounted for as part of the existing contract.

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The Company accounts for contract modifications as a separate contract when the modification results in the promise to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the standalone selling price of the additional goods or services included in the modification.

Cost Recognition

Contract costs include all direct material and labor costs and all other direct and indirect costs related to contract performance. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Costs incurred that do not contribute to satisfying performance obligations are excluded from the cost input calculation as these amounts are not reflective of transferring control to the customer. Costs are generally recognized as incurred. Under certain circumstances, costs incurred in the period related to future activity of the contract or costs that benefit the entire performance obligation (fulfillment costs) may be capitalized.

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Revenue and Cost Recognition (cont'd.)

Changes in Contract Performance

Changes in job performance, job conditions and estimated profitability, including those arising from settlements, may result in revisions to costs and income and are recognized in the period in which the revisions are determined. The Company recognizes adjustments in estimated profit on contracts under the cumulative catch-up method. Under this method, the impact of the adjustment on profit recorded to date is recognized in the period the adjustment is identified. Revenue and profit in future periods of contract performance are recognized using the adjusted estimate. Because of the inherent uncertainty in estimating the costs to complete on contracts in process, it is at least reasonably possible that the estimates used will change in the near term.

Economic Factors

- Type of customers - The Company primarily performs construction management and general contracting services in the commercial and healthcare industries.

- Geographical location of customers - The Company's customers are located throughout the New England, northeast, mid-Atlantic, and southeastern regions of the United States.

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- Type of contracts - The Company operates under various contractual agreements including fixed-price contracts and cost-plus fee with a guaranteed maximum price contracts.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers securities purchased with initial maturities of three months or less to be cash equivalents.

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Fair Value Measurement

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. To increase the comparability of fair value measurements, a framework for measuring fair value is used which provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

The three levels of the fair value hierarchy under FASB ASC Topic 820, *Fair Value Measurement,* are described as follows:

Level 1 - Valuations based on quoted prices for identical assets and liabilities in active markets.

Level 2 - Valuations based on observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data.

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Level 3 - Valuations based on unobservable inputs reflecting the Company's own assumptions, consistent with reasonably available assumptions made by other market participants. These valuations require significant judgment.

Refer to Note 5 for assets measured at fair value at June 30, 2024 in accordance with FASB ASC Topic 820.

Investments

The Company invests in certain equity securities and mutual funds that invest in equity securities. Equity investments without readily determinable fair values are measured using the equity method or measured at cost with adjustments for observable changes in price or impairments (referred to as the measurement alternative). The Company performs a qualitative assessment on a quarterly basis and recognizes an impairment if there are sufficient indicators that the fair value of the investment is less than carrying value. Changes in fair value are recorded in other income (expense) on the statement of income.

Contract Receivables

The Company carries its contract receivables at cost less an allowance for expected credit losses. The Company estimates the expected credit losses based upon a review of outstanding receivables and historical collection information by customer. Normally, contract receivables are due within 30 days after the date of the requisition. Receivables more than 90 days old are considered past due. Receivables are written off when they are determined to be uncollectible. The Company does not accrue interest on past due receivables.

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Contract Receivables (cont'd.)

Contract receivables include billed amounts for services provided to customers for which the Company has an unconditional right to payment. Billed amounts for which payment is contingent on anything other than the passage of time are included in contract assets and contract liabilities on a contract-by-contract basis. When payment of the retainage is contingent upon the Company fulfilling its obligations under the contract, it does not meet the criteria to be included in contract receivables and remains in the contract's respective contract asset or contract liability, determined on a contract-by-contract basis. Retainage for which the Company has an unconditional right to payment that is only subject to the passage of time is included in contract receivables.

Credit Losses

In accordance with FASB ASC Topic 326, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("ASC 326"),* the Company presents financial assets at the net amount expected to be collected, requiring immediate recognition of estimated credit losses expected to occur over the asset's remaining life. The Company performs its expected credit loss calculation based on historical accounts receivable write-offs, including consideration of then-existing economic conditions and expected future conditions.

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Cash Surrender Value of Officers' Life Insurance

The Company has purchased life insurance for certain key executive officers. As beneficiary, the Company receives the cash surrender value if the policy is terminated or upon death of the insured, less any loans outstanding. The total death benefit value of the policies at June 30, 2024 is approximately $18,750,000. At June 30, 2024, the cash surrender value of officers' life insurance amounted to $1,624,888.

Property and Equipment

Property and equipment is stated at cost. The costs of additions and betterments are capitalized and expenditures for repairs and maintenance are expensed in the period incurred. When items of property and equipment are sold or retired, the related costs and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

Depreciation of property and equipment is provided utilizing the straight-line method over the estimated useful lives of the respective assets as follows:

Building and building improvements	10 to 39 years
Transportation equipment	5 years
Furniture and fixtures	5 to 7 years
Office and computer equipment	3 to 10 years

Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement utilizing the straight-line method.

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Retirement Plans

The Company has a qualified 401(k) retirement plan, which provides that eligible employees may defer payment of taxes on a portion of their salary by making contributions to the plan through payroll deductions. The employer can contribute up to 10% of the employees' compensation. For the six months ended June 30, 2024, the expense relating to this plan was approximately $163,000.

Union employees are covered by collectively-bargained employee benefit plans under which the Company makes monthly contributions based upon hours worked.

The Company accounts for its defined benefit post-retirement health care plan in accordance with FASB Accounting Standards Update ("ASU") No. 2018-04, *Compensation - Retirement Benefits - Defined Benefit Plans - General (Subtopic 715-20): Disclosure Framework - Changes to the Disclosure Requirements for Defined Benefit Plans*, which requires an employer to recognize the overfunded or underfunded status of its defined post-retirement health care plan as an asset or liability in the balance sheet and to recognize changes in that funded status in comprehensive income or loss in the year in which the changes occur.

Income Taxes

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Federal income taxes have not been provided because the stockholder has elected to have the Company treated as an S corporation for income tax purposes as provided in Section 1362(a) of the Internal Revenue Code. As such, the corporation's income or loss and credits are passed through to the stockholder and reported on the stockholder's annual income tax returns. Any accompanying provision for income taxes represents state and local taxes.

Leases

In accordance with FASB ASC Topic 842, *Leases* ("ASC 842"), the Company recognizes its right-of-use assets and the corresponding lease liabilities as of the lease commencement date based on the present value of lease payments over the life of the lease term. To determine the present value of lease payments, the Company must use the rate implicit in the lease if it is readily determinable; otherwise, the Company may use either (a) a borrowing rate based on similar debt or (b) the practical expedient option provided by ASC 842, which allows an entity to use a risk-free rate for each class of underlying asset for a period comparable to the lease term to discount the lease payments to present value. The Company considers the lease term to be the noncancellable period that it has the right to use the underlying asset, including all periods covered by an option to (1) extend the lease, if the Company is reasonably certain to exercise the option, (2) terminate the lease, if the Company is reasonably certain not to exercise that option, and (3) extend or not to terminate the lease, in which exercise of the option is controlled by the lessor. The Company has elected to use the practical expedient provided by ASC 842 to determine the present value of its lease payments. The Company's right-of-use assets and lease liabilities relate to office space.

Note 2 - Summary of Significant Accounting Policies (cont'd.)

Leases (cont'd.)

The Company has also utilized the following practical expedients:

- Short-term leases - for leases that are for a period of 12 months or less, the Company will not apply the recognition requirements of ASC 842.
- For leases that contain related non-lease components, such as maintenance, the Company will account for these payments as a single lease component.

Leases are classified as either finance or operating leases. For operating leases, the lease liability is initially and subsequently measured at the present value of the future payments at the lease commencement date. For finance leases, the lease liability is initially measured in the same manner and is subsequently measured similar to financed purchases, with interest expense recorded in connection with the lease liability. The classification between operating and finance leases determines whether lease expenses are recognized based on an effective interest method or on a straight-line basis, respectively, over the term of the lease.

The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date, plus any initial direct costs incurred less any incentives received. Right-of-use assets under finance leases are amortized on a straight-line basis over the lease term. Right-of-use assets for operating and finance leases are periodically reduced by impairment losses.

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The Company monitors for events or changes that could require a reassessment of its leases. When a reassessment results in the remeasurement of a lease liability, a corresponding adjustment will be made to the carrying amount of the corresponding right-of-use asset unless doing so would reduce the carrying amount of the right-of-use asset to an amount less than zero.

Operating lease right-of-use assets are presented as "Operating lease right-of-use assets" on the balance sheet. The current portion of the operating lease liabilities is included as "Current portion of operating lease liabilities" in current liabilities, and the long-term portion is presented separately as "Operating lease liabilities, less current portion" in long-term liabilities.

Note 3 - Concentration of Credit Risk

The Company maintains cash balances in several financial institutions. Such balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to $250,000 per institution. From time to time, the Company's balances may exceed these limits.

Note 4 - Investments

At June 30, 2024, investments consisted of:

	Fair Value	Cost	Unrealized Gain
Equities	$ 12,277,319	$ 11,639,108	$ 638,211
Mutual funds	3,292,705	3,239,376	53,329
	$ 15,570,024	$ 14,878,484	$ 691,540

Net Recognized Gain on Investments

For the six months ended June 30, 2024, net recognized gains on equity investments were as follows:

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Equity Securities:	
Net realized gain on investments sold	$ 90,279
Net unrealized gain on investments still held	74,460
	$ 164,739

Note 5 - Fair Value Measurement

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in methodologies used at June 30, 2024.

Common Stock: Valued at the closing price reported on the active market on which the individual securities are traded. The common stock held by the Company is deemed to be actively traded.

Mutual Funds: Valued at the daily closing price as reported by the fund. Mutual funds held by the Company are open-end mutual funds that are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value ("NAV") and to transact at that price. The mutual funds held by the Company are deemed to be actively traded.

Cash Surrender Value of Officers' Life Insurance: The Company measures the cash surrender value of officers' life insurance at fair value based on the valuation provided by third-party insurance companies. The Level 2 inputs relate to the cash surrender value of the insurance contracts, which is the value the Company would receive upon termination of the contracts.

The following table presents the asset balances measured at fair value on a recurring basis at June 30, 2024:

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	Total	Level 1	Level 2	Level 3
Equity securities	$ 12,277,319	$ 12,277,319	$ -	$ -
Mutual funds	3,292,705	3,292,705	-	-
Cash surrender value of officers' life insurance	1,624,888	-	1,624,888	-
	$ 17,194,912	$ 15,570,024	$ 1,624,888	$ -

Note 6 - Contract Receivables

Contract receivables, net are summarized as follows:

BILLED:		
Completed contracts	$	32,865
Contracts in process		76,533,637
Retainage		168,983
		76,735,485
Less: Allowance for credit losses		35,502
	$	76,699,983

Note 7 - Contract Assets and Contract Liabilities

Information with respect to contract assets and contract liabilities on uncompleted contracts at June 30, 2024 is as follows:

Contract costs incurred	$	884,284,081
Estimated earnings		26,663,227
		910,947,308
Less: Billings to date		918,135,185
	$	(7,187,877)

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Included in the accompanying balance sheet as contract assets and contract liabilities:

Costs and estimated earnings in excess of billings on uncompleted contracts	$	2,596,267
Conditional retainage		27,909,864
Total Contract Assets	$	30,506,131
Billings in excess of costs and estimated earnings on uncompleted contracts	$	9,784,144
Conditional retainage		(4,179,557)
Total Contract Liabilities	$	5,604,587

At June 30, 2024, included in contract assets and contract liabilities is conditional retainage of $32,089,421, of which approximately $6,652,000 is not expected to be collected within one year.

Note 8 - Property and Equipment

Property and equipment, net is summarized as follows:

Building and building improvements	$	157,495
Transportation equipment		1,444,345
Furniture and fixtures		325,385
Office and computer equipment		568,760
Leasehold improvements		174,883
		2,670,868
Less: Accumulated depreciation and amortization		1,908,664
	$	762,204

Depreciation and amortization expense related to property and equipment amounted to $151,659 for the six months ended June 30, 2024.

Note 9 - Line of Credit

Pursuant to a renewable secured line of credit agreement with its bank, the Company may borrow up to $5,000,000, with a sublimit of $500,000 for standby letters of credit. The line of credit expires on June 30, 2025, bears interest at the term Secured Overnight Financing Rate ("SOFR") daily floating rate plus 2% (7.33% at June 30, 2024), and is secured by substantially all of the Company's assets. The line is subject to a 30-day cleanup provision as well as the maintenance of certain minimum financial covenants determined solely by the bank. There were no amounts outstanding under the line of credit at June 30, 2024.

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Note 10 - Accounts Payable

Accounts payable includes retainage payable to subcontractors of $33,639,667 at June 30, 2024, of which approximately $6,303,000 is not expected to be paid within one year.

Note 11 - Insurance Retro Receivable

The Company has retroactive workers compensation and general liability insurance plans with an insurance company. The cost of the insurance is based on actual paid claims, potential unknown claims, the cost of administering the plans and the premium for stop loss limits. The Company has recorded the estimated ultimate cost of the insurance for each policy year. The final cost could differ from this estimate. At June 30, 2024, the estimated receivable under these plans was $145,354.

Note 12 - Deferred Compensation Payable

The Company has entered into various nonqualified deferred compensation agreements with certain of its key employees. The terms of the agreements are as follows:

The first deferred compensation agreement is with various key employees. Each key employee has been awarded amounts ranging from $2,000 to $35,000. The key employees were given the option to receive the awarded compensation in three, six or nine years, which is the performance period. The amounts to be paid to each key employee range from $2,600 to $105,000, depending on the payout option chosen by the employee. The awards become 100% vested upon the last day of the performance period, provided the employee is still actively employed by the Company at that date. In the event the employee dies or becomes disabled, the award shall become immediately 100% vested.

The second deferred compensation agreement is with various key employees. Each key employee has been awarded amounts ranging from $5,000 to $150,000. These awards accrue interest ranging from 2.65% to 2.75% per annum until paid in full. The key employees were given the option to receive the awarded compensation in a single lump-sum or in three equal annual installment payments, depending on the payout option chosen by the employee, and beginning five years from the date of the agreement. The awards are 100% vested but can be forfeited if the employee leaves the Company prior to the payment date. In the event the employee dies or becomes disabled prior to the payment date, the employee's designated beneficiary or the employee will still receive payment.

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The third deferred compensation agreement is with various key employees. Each key employee has been awarded amounts ranging from $2,000 to $15,000 for a specific year. Payments to the key employees would be at the earliest of retirement, death, or disability. If the employees are continuously employed by the Company or have attained age sixty, whichever is later, the awards vest. The award becomes 100% vested upon the employee reaching age sixty-two and is paid out over three or five years after retirement. In the event the employee dies or becomes disabled, the award shall become immediately 100% vested. In the event an employee leaves the Company, the employee will forfeit this award and any right to receive payment under this agreement.

The costs of these benefits are being accrued over the period of the employees' service. At the end of the vesting period, the aggregate amount accrued shall equal the then present value of the benefits expected to be provided to the key employees. At June 30, 2024, $4,608,866 has been accrued relating to these deferred compensation agreements. For the six months ended June 30, 2024, the Company incurred $390,452 of deferred compensation.

Note 13 - Defined Benefit Post-Retirement Health Care Plan

The Company sponsors a defined benefit post-retirement health care plan covering substantially all nonunion retirees hired prior to December 31, 1996.

The following table sets forth the funded status of the Company's defined benefit post-retirement health care plan at December 31, 2023 (the latest information available) and amounts recognized in the Company's balance sheet at June 30, 2024:

Projected benefit obligation	$	(1,808,186)
Fair value of plan assets		2,126,988
Funded status	$	318,802

The accumulated benefit obligation for the defined benefit post-retirement health care plan at December 31, 2023 amounted to $1,808,186.

Weighted average assumptions used to determine the benefit obligation at December 30, 2023:

Discount rate	4.83%
Medical trend rate	5.00%

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Weighted average assumptions used to determine net periodic benefit cost for the year ended December 31, 2023:

Discount rate	3.42%
Medical trend rate	5.00%
Expected long-term rate of return on plan assets	6.00%

The expected future rate of increase in medical insurance costs is assumed to be 5.0% to a maximum of $500 monthly benefit per retiree. Based on the assumed health care cost trend rate used in measuring the accumulated post-retirement benefit obligation, the maximum benefit per retiree was achieved in the year 2023.

Plan assets are 80% invested in mutual funds and 20% invested in exchange-traded funds. Consistent with the plan's strategy, the general investment policy is for the investments to experience growth in assets that will allow the market value to exceed the value of benefit obligations over time. Appropriate diversification on a total fund basis is achieved by following an allowable range of commitment within asset categories. The fair value of investments are valued at the daily closing price as reported by the investment.

Note 13 - Defined Benefit Post-Retirement Health Care Plan (cont'd.)

Estimated Future Benefit Payments

The following benefit payments, which reflect expected future health care costs, as appropriate, are expected to be paid as follows:

Years Ending December 31:	
2024	$ 138,000
2025	138,000
2026	135,000
2027	131,000
2028	169,000
Thereafter	778,000
	$ 1,489,000

Note 14 - Contingencies

The Company is contingently liable to its surety under a general indemnity agreement. Under this agreement, the Company agrees to indemnify the surety for any payments made on its behalf. The Company believes that all contingent liabilities will be satisfied by its performance on the specific contracts covered by the agreement.

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The Company makes contributions to union-administered defined benefit pension plans under collectively-bargained agreements. If the Company were to withdraw from any of these plans or should any of the plans be terminated, the Company could be liable for a proportionate share of the unfunded actuarial present value of plan benefits at the date of withdrawal or termination. The amount of the potential impact to the Company of such unfunded liability is not known.

The Company is involved in various legal proceedings and litigation arising in the ordinary course of business. The Company intends to vigorously dispute liability for the various claims. It is too early to determine whether the outcome of such proceedings and litigation will have a material adverse effect on the Company's financial statements.

The Small Business Administration ("SBA") may undertake a review of a Paycheck Protection Program ("PPP") loan of any size greater than $150,000 during the six-year period following forgiveness or repayment of the loan. If selected, the review would include the loan forgiveness application, as well as whether the Company met the eligibility requirements of the PPP and received the proper loan amount. In April 2020, the Company received a PPP loan in the amount of $3,449,862 and received full forgiveness of the PPP loan in June 2021. The Company is subject to an SBA review until June 2027. Whether the Company will be selected for an SBA review as well as the timing and outcome is not yet known.

Note 15 - Leases

The Company's right-of-use assets and lease liabilities primarily relate to office space.

Lease components in the Company's leases are accounted for following the guidance in ASC 842 for the capitalization of long-term leases. At June 30, 2024, the lease liability is equal to the present value of the remaining lease payments, discounted using the rate of a zero coupon U.S. Treasury instrument for the same period of time as the lease term.

Lease activity for the six months ended June 30, 2024 was as follows:

Lease cost:	
Finance lease cost:	
Amortization of right-of-use assets	$ 526,024
Interest on lease liabilities	52,574
Operating lease cost	$ 578,598
Other information:	
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	$ 576,928
Weighted average remaining lease term:	
Operating leases	7.49 years
Weighted average discount rate:	
Operating leases	1.97%

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Future minimum lease payments as of June 30, 2024 are as follows:

Twelve Months Ending June 30:	Operating Leases
2025	$ 744,755
2026	753,775
2027	734,961
2028	652,874
2029	667,564
Thereafter	2,699,986
Total future minimum undiscounted lease payments	6,253,915
Less: Amount representing interest	445,370
Total lease liabilities	$ 5,808,545

Note 16 - Employee Stock Ownership Plan

In July 2005, the Company initiated an Employee Stock Ownership Plan ("ESOP") that covers all nonunion employees. Contributions to the plan are based on a percentage of eligible salaries. The ESOP contribution expense for the six months ended June 30, 2024 was $1,163,394. At December 31, 2023 (the latest information available), the fair market value of each share held by the ESOP was $511.12.

Note 17 - Accumulated Other Comprehensive Income

At June 30, 2024, accumulated other comprehensive income consisted of:

	Post-Retirement Health Care Plan
Balance, January 1, 2024	$ 403,693
Current period change	-
Balance, June 30, 2024	$ 403,693

Note 18 - Change in Estimate

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During the six months ended June 30, 2024, the Company had an increase in estimated profit on contracts, which resulted in a current period increase in net income of approximately $337,000. The increase would have been reported in the preceding period had the increase in estimated profit been known at that time. Revisions in estimated profits are made in the period in which circumstances requiring the revisions become known.

Note 19 - Multiemployer Plans

The Company contributes to a number of multiemployer defined benefit pension plans under the terms of collective-bargaining agreements that cover its union-represented employees. The risks of participating in these multiemployer plans are different from single-employer plans in the following aspects:

a. Assets contributed to a multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.

b. If a participating employer stops contributing to a plan, the unfunded obligations of the plan may be borne by the remaining participating employers.

c. If the Company chooses to stop participating in a multiemployer plan, the Company may be required to pay that plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

Note 19 - Multiemployer Plans (cont'd.)

The Company's participation in these plans for the six months ended June 30, 2024, is outlined in the table below. The "EIN/Pension Plan Number" column provides the Employer Identification Number ("EIN") and the three-digit plan number, if applicable. The most recent Pension Protection Act ("PPA") zone status available in 2024 is for the plan's year-end at December 31, 2022. The zone status is based on information that the Company received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65 percent funded, plans in the yellow zone are 65 percent to 80 percent funded, and plans in the green zone are at least 80 percent funded. The "FIP/RP Status Pending/Implemented" column indicates if a financial improvement plan ("FIP") or a rehabilitation plan ("RP") is either pending or has been implemented. The last column lists the expiration dates of the collective-bargaining agreements to which the plans are subject.

	Pension Fund	EIN/Pension Plan Number	Pension Protection Act Zone Status	FIP/RP Status Pending/ Implemented	Contributions for the Six Months Ended June 30, 2024	Surcharge Imposed	Expiration Date of Collective-Bargaining Agreement
i	Massachusetts Laborers Pension Fund	04-6128298	Green	No	$ 9,513	No	5/31/2029
ii	Massachusetts Laborers Annuity Fund	04-6553616	Green	No	9,611	No	5/31/2029
iii	N. Atlantic State Carp. Pension Fund	51-6040899	Green	No	4,846	No	8/31/2027
iv.	N. Atlantic State Carp. Guaranteed Annuity Fund	04-2776873	Green	No	3,591	No	8/31/2027
v.	New Jersey Building Laborers Statewide Pension Fund	22-6077693	Yellow	No	79,250	No	4/30/2027
vi.	New Jersey Building Laborers Statewide Annuity Fund	22-2450453 001	Green	No	47,734	No	4/30/2027
					$ 154,545		

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Note 20 - Provision for Income Taxes

The provision for income taxes is summarized as follows:

Current:	
State and local	$ 7,632

The Company files income tax returns in the U.S. in federal, State and City of New York jurisdictions. With few exceptions, the Company is no longer subject to U.S. federal, state or local tax examinations by taxing authorities for years before 2021. The years 2021 to 2023 remain subject to examination by taxing authorities.

Note 21 - Backlog

The following schedule is a reconciliation of backlog representing signed contracts at June 30, 2024:

Balance, December 31, 2023	$	340,965,071
Contract adjustments		188,710,295
New contracts - for the six months ended June 30, 2024		51,239,849
		580,915,215
Less: Contract revenues		203,928,223
Balance, June 30, 2024	$	376,986,992

In addition, subsequent to June 30, 2024, the Company received additional change orders of approximately $32,600,000 to an existing contract.

Remaining construction performance obligations represent the remaining transaction price, including variable consideration not constrained, for which work has not been performed. As of June 30, 2024, the aggregate amount of the transaction price allocated to remaining performance obligations was $376,986,992. The Company expects to recognize revenue on approximately 65% of the remaining performance obligations over the next 12 months, with the remaining amount recognized thereafter.

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Note 22 - Subsequent Events

The Company has evaluated all events or transactions that occurred after June 30, 2024 through August 20, 2024, which is the date that the financial statements were available to be issued. During this period, there were no material subsequent events requiring disclosure.

Owner's Name

Project Name

Project Safety Plan

Prepared By: Reginald K. Shubert, CHST
Corporate Safety Director

Revision 0
Date

Table of Contents

Introduction

"There's nothing more important than keeping our people and our jobsites safe…."

Barr & Barr Today
Employee Newsletter
December 2019

The intent of this Project Safety Plan is to prevent injuries and illnesses and damage to property and the environment. This document supplements established rules and regulations of the Occupational Safety & Health Administration and other Federal, State, and Local Authorities applicable to contractors on the project, provides specific requirements for Barr & Barr and subcontractor employees, and provides information regarding exposure to anticipated hazards and the steps necessary to eliminate such hazards. In addition to this document, Subcontractors are responsible for full compliance with contract documents and all Federal, State, and Local rules and regulations. In cases where a requirement in this document differs from contract documents or any Federal, State, or Local rule or regulation, the more stringent requirement shall apply.

Barr & Barr is committed to providing the resources and support necessary to achieve the content and intent of this Project Safety Plan.

Project Description

*****

Project Administration

Site Safety Coordinator

Project Superintendent ***** is designated as Barr & Barr's on-site Safety Coordinator and Competent Person for the Project. ***** is responsible for the implementation and enforcement of the Barr & Barr Corporate Safety Manual and this site-specific Project Safety Plan. ***** has the authority to correct immediately unsafe conditions and/or unsafe acts throughout all phases of the project, including those involving Barr & Barr employees, subcontractors and their employees, vendors, and visitors. This includes the authority to stop any work or operation that he/she deems an immediate threat to the life or health of any worker on the Project or remove any worker from the Project that displays repeated or flagrant disregard for the Project safety rules.

Subcontractor Safety & Health Plans

All subcontractors, regardless of tier, shall submit a comprehensive Safety & Health Plan to Barr & Barr for review prior to beginning work on the Project. The Plan shall be site-specific and include the following elements: management commitment and employee involvement; worksite analysis; hazard prevention and control; fall protection program; hazard communication program; silica

exposure control program; and training for employees and supervisors. In addition, a Hazard Analysis for each major activity or high hazard or non-routine operation to be performed by the subcontractor must be attached to the Plan.

Lower-tier subcontractors must submit a Safety & Health Plan to Barr & Barr prior to the commencement of their work or provide written notice that it will be in full compliance with the Safety & Health Plan of the prime subcontractor (subcontractor contracted directly with Barr & Barr).

Postings

Barr & Barr will establish and maintain a wall or a board in or near the Project trailer or office for posting safety-related materials that include the following items:

- OSHA Poster (included in Federal & State all-in-one posters)
- Workers Compensation Insurance Notice to Employees
- Emergency Contact Numbers
- Location & directions to nearest Urgent Care facility
- Location of emergency evacuation Muster Point(s)
- Annual Summary of Injuries & Illnesses (February 1 to April 30 each year)
- OSHA Citations (3 days or until all items corrected)
- OSHA Settlement Agreements (3 days or until all items corrected)
- OSHA Non-Formal Complaints & Responses (10 days or until all items are corrected)
- OSHA Rapid Response Investigations (10 days or until all items are corrected)
- Relevant safety posters & materials

Recordkeeping

All recordable work-related fatalities, injuries, and illnesses must be recorded on the contractor's OSHA 300 log and a First Report of Injury (OSHA 301 or equivalent form) generated within 5 days of occurrence. At the end of each calendar year, the OSHA 300 log is totaled and used to complete the Annual Summary of Injuries Illnesses (OSHA 300A form), which must be posted from February 1 to April 30 of the following year. OSHA requires that project-specific injury and illness records be maintained for any project expected to last more than 1 year. For Barr & Barr short-duration jobs or jobs that start between January 1 and April 30, a copy of the previous year's Corporate Annual Summary will be provided for posting.

NOTE: It is the responsibility of each contractor to keep records of injuries and illnesses to their employees. Barr & Barr is NOT required to maintain records of subcontractor employee injuries and illnesses. In the case of a temporary worker, the contractor that provides the day-to-day supervision of the worker is responsible for maintaining injury and illness records.

Reporting Requirements

OSHA Notification is required when a worker suffers a fatal injury on the job or experiences a work-related injury resulting in hospitalization, amputation, or loss of an eye. A fatality must be reported within **8 hours**; an in-patient hospitalization, amputation, or eye loss must be reported within **24 hours**. Fatalities resulting from heart attacks must be reported even if it is not believed to be work-related.

Notification can be made by calling the Tampa Area Office at (813) 626-1177; calling the OSHA 24-hour hotline at 1-800-321-6742; or online at www.osha.gov.

Reporting is not required if the event resulted from a motor vehicle accident on a public street or highway (except in a construction work zone), occurred on a commercial or public transportation system, or involved hospitalization for diagnostic testing or observation only.

It is the responsibility of the affected worker's employer to make the required notification. In the case of a temporary worker, the contractor that provides the day-to-day supervision of the worker is responsible for reporting the event.

Discrimination

It is unlawful to discriminate or retaliate against workers for engaging in "protected activities" under the OSHA Act. Protected activity includes filing a complaint with OSHA, talking or asking to talk to a compliance officer during an OSHA inspection, participating in safety committees, expressing concerns about safety issues to management, reporting a work-related injury or illness, requesting Safety Data Sheets, and in some cases, refusing to complete a task which the worker believes poses an imminent danger.

Retaliation is any adverse action following a worker's engagement in a protected activity and includes firing or laying off, blacklisting, demotion, denial of overtime or promotion, disciplinary action, denying benefits, failure to rehire, reassignment that affects promotion prospects, reducing pay or hours, intimidation, and making threats.

OSHA Training

All workers must provide evidence of the completion of an OSHA 10-hour course prior to starting work on the project**.** Subcontractor's field supervisory personnel shall provide proof of a completed OSHA 30 Hour Construction Outreach Course dated within the past 5 years. Workers will be asked to provide documentation during employee orientation, and workers without proof of attendance will be denied entry to the project.

All on-line training must be conducted by an OSHA-Authorized Online Outreach Training Provider. A list of current authorized training providers is available on the OSHA Website @ https://www.osha.gov/dte/outreach/training_providers.html

Competent Persons

Prior to the start of their work, each subcontractor, regardless of tier, shall designate, in writing, the competent person(s) they have assigned for the various phases of their work. This designation shall be documented using the form in Appendix A or other equivalent written communication. It is understood that by signing the designation form, the subcontractor owner / manager is certifying that the competent person he/she has designated has the ability to identify unsafe conditions and behaviors related to the subcontractor's work and has been given the authority to take immediate corrective action, up to and including stopping work, each time an unsafe condition or behavior is identified.

Preconstruction Meetings

Prior to the start of their work on the ***** project, Barr & Barr will hold a preconstruction safety meeting with each subcontractor, regardless of tier. The meeting must be attended by the subcontractor Project Manager, Superintendent or Foreman, and Safety Representative. The meeting must be documented and include, at a minimum, the following elements:

- Scope of work
- Injury reporting procedures
- Emergency procedures
- Reporting unsafe conditions
- Site logistics
- Competent person requirements
- High hazard activities
- Anticipated fall exposures & prevention strategies
- Crane use
- Critical lifts
- PPE requirements
- Potential silica exposures & controls
- Housekeeping requirements
- Job hazard analysis (JHA) requirements
- Daily pre-task plans
- Training requirements
- Electrical safety
- Hot work procedures
- Equipment inspections
- SDS requirements and locations
- Disciplinary procedures

In addition to the above items, the Pre-Erection Meeting with the steel erection / (precast erection) subcontractor will include site logistics, deliveries & laydown areas, concrete testing, anchor bolt notifications & modifications, sequencing, crane selection and placement, crane inspections, critical lifts, (multiple lift rigging procedures), erection procedures, (decking procedures), detailing, fall protection procedures, and emergency procedures.

Emergency Procedures

Emergency telephone numbers will be posted in the Barr & Barr project trailer.

All workers, whether employed by Barr & Barr or any of its subcontractors, will be instructed to report all injuries and illnesses, no matter how minor, to their supervisor. Subcontractor foremen are required to notify the Barr & Barr Superintendent of any injuries or illnesses, regardless of severity, within one hour of their knowledge of the injury or illness. In the event that the subcontractor foreman is needed to assist injured workers or eliminate hazardous conditions to prevent further injuries, the foreman shall notify the Barr & Barr Superintendent at the earliest possible time and in no event past the end of the current work shift.

A fully-stocked first aid kit will be located in the Barr & Barr project trailer. The first aid kit will be inspected on a weekly basis, and supplies will be replenished as necessary.

The nearest hospital emergency room is:

Name
Street Address
City, State, Zip Code
Telephone Number

Directions to ***** will be posted in the Barr & Barr project trailer.

In the event that the jobsite needs to be evacuated, (building fire alarm system, voice, phone, group texts, & radio contact in conjunction with three blasts of an air horn) will be used to alert all on-site employees of the emergency and initiate evacuation of the facility. The designated muster point for this project is *****. A site drawing depicting the muster point will be posted in the Barr & Barr trailer. Supervisory personnel from Barr & Barr and all of the subcontractors on site are required to report to the designated muster point and get an accurate head count to determine that each of its employees and others under their control (visitors, vendors, delivery personnel) have safely evacuated the site. No workers will be permitted to return to their work area until the all clear announcement is given.

Project Orientation

Barr & Barr will conduct a project safety orientation for all subcontractor employees during their first day at the project. The orientation will include emergency procedures, procedures to report unsafe conditions, fall protection requirements, PPE requirements, conduct requirements, and other topics related to their work on the project. Workers will be given hard hat stickers to demonstrate their attendance. In addition, each subcontractor must review and document with each of its workers the Job Hazard Analysis for the work they will be performing prior to allowing them to begin work on the project.

Foreman's Meetings

Barr & Barr will hold weekly foremen's meetings each ***** at *****. A written agenda will be provided and documentation produced on subjects discussed and actions taken. Project safety will be included on the agenda, and at a minimum, the discussion will focus on upcoming activities and safety and health implications (planned controls), accidents and near misses during the prior week, non-compliance issues with specific subcontractors, and subcontractor feedback on safety and health issues. All foremen are required to attend the weekly meetings. Foremen who repeatedly miss the meetings without prior approval will be removed from the project.

Tool Box Talks

Each subcontractor is required to conduct a tool box safety talk with each of its employees at least once each week. The meetings shall be conducted early in the week, no later than the end of the shift on Tuesday, and cover topic(s) that are related to their ongoing or upcoming work. Each subcontractor is required to keep records of the tool box talks, and provide Barr & Barr with documentation each week. Subcontractors who fail to conduct tool box talks or provide Barr & Barr

with the required documentation will be back-charged for the time their workers would be expected to spend attending the meetings.

Accident Investigation

All injuries, illnesses, near misses, and damage to vehicles, equipment, property, and the environment, regardless of severity, must be reported to the immediate supervisor, who is responsible for notifying the Barr & Barr Project Superintendent within one hour of occurrence, or in the event that the supervisor is needed to ensure medical treatment or to take measures to prevent further injuries, not later than the end of the shift. Repeated failure to promptly report incidents in a timely fashion will be deemed cause for removal of the supervisor from the project.

Within 24 hours of any injury, illness, near miss, or damage to vehicles, equipment, property or the environment, the subcontractor must submit to Barr & Barr a detailed report that describes the facts and circumstances as to how and why the incident occurred, the affected workers, the extent of the injuries, illnesses, or damages, the root cause(s) of the incident, contact information for affected workers and witnesses to the incident, and the measures to be taken to prevent recurrence.

The Barr & Barr Superintendent is responsible for taking photographs of the incident scene and notifying the appropriate insurance carrier using the forms and procedures contained in the Barr & Barr Claim Reporting Kit. The Superintendent is also responsible for notifying Corporate Safety Director Reginald Shubert, by cell phone, within two hours of any such incidents.

Hazard Analysis

Prior to the start of each operation, all subcontractors must submit a written Job Hazard Analysis (JHA) for each major phase of their work and all high-hazard and non-routine activities. All subcontractors, upon request, must submit to Barr & Barr a JHA for any activity that Barr & Barr deems necessary. Each JHA must be written using the form in Appendix B, or an equivalent form that contains all of the information on the form in Appendix B. Each JHA shall contain, at a minimum, the following information:

- Description of the operation or activity
- Tools, equipment, and machinery to be used
- A list of each task required to perform the operation or activity
- Description of the hazards / potential hazards associated with each task
- Planned actions to mitigate each of the identified hazards / potential hazards, including safe work procedures, engineering and work practice controls, personal protective equipment, required tools and equipment, inspection requirements, training requirements, and emergency procedures.
- Name, title, and signature of the person performing the JHA
- Date the JHA was prepared
- Name, title, and signature of the company official approving the JHA

Prior to work assignment, the JHA for the particular operation must be reviewed with each employee. JHAs should also be reviewed periodically with work crews as weekly tool box talks.

Site Inspections

The Barr & Barr and subcontractor's competent persons are required to perform daily inspections of their work areas for the purposes of identifying unsafe conditions and behaviors and achieving prompt corrective action. It is anticipated that the vast majority of unsafe conditions and behaviors can be rectified immediately or in a short period of time. In the event that more time is needed for correction, the competent person is responsible for documenting the condition or behavior and implementing interim measures to protect their employees until the corrections can be made.

In addition, a weekly documented safety inspection is required of Barr & Barr and each of the subcontractors. The inspection must be documented using a relevant checklist or other format that the subcontractor chooses. Barr & Barr will make acceptable Inspection Checklists available to subcontractors upon request. Barr & Barr will also schedule weekly Safety Walks where all on-site foremen and/or superintendents will be required to participate in the site walk through.

Disciplinary Action

Barr & Barr has a progressive discipline policy for workers that do not comply with project safety policies, procedures, and rules designed to protect them and the other workers on the project. It is a three–step policy as follows:

1. Initial Warning (Written)
2. Final Warning (Written)
3. Discharge

In addition, Barr & Barr has a one-strike rule that calls for immediate dismissal in the case of flagrant conduct. Appendix C contains the Barr & Barr Disciplinary Action Form.

Each subcontractor is required to institute a disciplinary action policy that meets or exceeds the Barr & Barr policy. Subcontractor supervisory personnel are required to make site inspections at the frequency necessary to determine that its employees are complying with project safety rules, and to take appropriate disciplinary action in instances where noncompliance is observed. In the event that Barr & Barr has determined that a subcontractor is not adequately enforcing project safety requirements, Barr & Barr will institute a one-strike rule and immediately terminate any employee of that subcontractor found in violation of a safety rule, regardless of the severity of the violation. For example, if a subcontractor's employees display little effort to comply with the safety glasses requirement and its supervision little interest in enforcing it, Barr & Barr will not give each employee three strikes before they are removed from the project.

Project Requirements

Aerial Work Platforms (Mobile Elevating Work Platforms)

All MEWP operators and occupants shall have at the project, evidence of training on the hazards associated with specific type of lift they are using, inspection and maintenance requirements, proper

operations and use of controls for the model they are using, potential electrical hazards, fall protection requirements, pinch point hazards, falling object hazards, and maximum load capacity.

Each MEWP must be inspected, and its controls tested, in accordance with the manufacturer's instructions, each day prior to use. Subcontractors are required to keep a record of all inspections and make copies available to Barr & Barr upon request. Any MEWP lift with known defect, damage, or condition that does not meet the manufacturer's inspection criteria must be removed from service immediately.

Each MEWP lift must be used in a manner that complies with OSHA 29 CFR 1926.453 and the manufacturer's instructions. At no time shall a worker stand on the platform railings or use ladders, planks, pails, milk crates, building materials, etc. to achieve additional height.

MEWPs must be operated on a suitable surface that meets the manufacturer's specifications for stability and grade. While in the interior of the building, suitable barricades, covers, or ramps must be used to prevent an MEWP from entering a floor hole or depression or driving off the edge of a concrete surface.

All workers on a boom-supported lift must use a personal fall arrest system with its lanyard attached to an anchor point installed by the manufacturer. On scissors or other vertical-type lifts, a personal fall arrest system is required if the manufacturer requires its use and has installed an anchor point in the basket.

At no time shall a MEWP be loaded in excess of the manufacturer's rated capacity. The lifts are to be used to support the workers, their tools, and the materials to be used. At no time, regardless of material weight and capacity of the lift, is a MEWP to be used as a material hoist to shuttle building materials to an upper location.

The area beneath all MEWPs must be barricaded to protect other workers and passersby against falling objects.

Any and all MEWP modifications must be approved in writing by the manufacturer of the lift. Documentation must be provided to Barr & Barr prior to use of an MEWP with any such modifications.

Safety features and devices are not to be disabled, disarmed, or otherwise rendered inoperable. Violators will be removed from the project immediately.

Blasting & Explosives

Prior to blasting, the blasting subcontractor shall conduct a thorough pre-blast survey in order to establish baseline conditions for all nearby buildings and structures.

The blasting subcontractor shall submit a written plan for review prior to any blasting or use of explosives. The plan must meet all of the requirements of OSHA Subpart U, *Blasting and the Use of Explosives* and applicable requirements of the State of ***** and City / Town of *****. The plan shall include procedures used for the transportation, storage, handling, and use of explosives; the types and quantities of explosives, blasting agents, and blasting supplies to be used; the locations and quantities of explosives to be used; plans for signage and flag persons; and procedures to eliminate

the potential for firing of electric blasting caps by radio frequency energy; and pre-blast and all clear warning signals to be used.

All personnel responsible for the transportation, storage, handling, or use of explosives must be qualified and properly licensed.

All explosives must be accounted for at all times. Explosives not being used must be kept in a locked magazine. The subcontractor must maintain an inventory and use record of all explosives. The subcontractor must notify the appropriate authorities of any loss, theft, or unauthorized entry into a magazine.

Empty boxes and paper and fiber packing materials that previously contained explosives shall be promptly removed from the site and burned at an approved location.

Carbon Monoxide

Carbon monoxide is a colorless, odorless, tasteless, and deadly gas that is formed by the incomplete combustion of carbon-containing fuels and materials. It is the responsibility of Barr & Barr and each subcontractor to ensure that gasoline-, kerosene-, and diesel-powered vehicles, machinery, and equipment are not operated in enclosed areas. This includes, but is not limited to, excavators, loaders, backhoes, bulldozers, bobcats, skid steer loaders, forklifts, generators, compressors, welding machines, pressure washers, gasoline-fueled saws, concrete buggies, and power trowels.

In the event that these types of vehicles, machinery, or equipment must be brought into enclosed areas, the Barr & Barr Safety Director must be consulted. In such instances, the following controls shall be used where feasible:

- Substitution with electric-powered equipment
- Installation of scrubbers where available
- Increased ventilation to introduce outside air
- Carbon monoxide monitoring

All workers assigned to perform work in an area with the potential for accumulation of carbon monoxide must be trained in the signs and symptoms of carbon monoxide exposure and the need to shut down suspected equipment, summon outside assistance, and get workers to fresh air when the effects of carbon monoxide overexposure are suspected.

Compressed Gas Cylinders

During use, compressed gas cylinders must be positively secured in an upright position to a stable object. Small propane tanks and acetylene "B" tanks must be secured in a cart or milk crate or similar device to prevent tipping. All workers must be instructed that it is extremely dangerous to have an acetylene tank of any size lay on its side. Cylinders must never be stored in gang boxes, trailers, etc., and must never be placed in front of stairways, elevators, or other egress paths. Compressed gas cylinders must not, under any circumstances, be brought into confined spaces. When not in use, oxygen cylinders must be separated from acetylene, other fuel gases, or other combustible materials by a distance of 20 feet or by a non-combustible barrier that is at least 5 feet high and has a fire-resistance rating of at least ½-hour.

All compressed gas cylinders must be clearly labeled. When cylinders are not in use, cylinder valves must be closed and valve protective caps in place. Adequate clearance must be maintained between all cylinders and electrical equipment to prevent cylinders from becoming part of an electrical circuit. All cylinders must be protected against sparks, slag, open flames, and excessive heat. If cylinders cannot be moved to prevent contact, fire resistant shields or blankets must be used.

Storage of reserve cylinders is not permitted inside the ***** new or existing buildings. Cylinders must be stored in approved, ventilated cages with roofs. Stored cylinders must be upright, secured, with valves closed and valve protective caps in place. The cages must be stored in areas designated by Barr & Barr that are at least 25 feet from the ***** new or existing buildings. The storage areas must have appropriate identity, hazard, and no smoking signs, and be protected against damage from vehicles and equipment. Storage areas for oxygen and fuel gases must be separated by a distance of at least 20 feet. A 20-pound ABC portable fire extinguisher must be placed at each cylinder storage area.

Acetylene cylinders must remain in an upright condition at all times. Specialty wrenches used to open acetylene cylinder valves must remain at the cylinder during use so that fuel can be shut off immediately in an emergency.

Carts or other approved lifting devices are to be used to hoist cylinders. Cylinders are not to be hoisted using chains, slings, ropes, or the valve protective cap.

Concrete – Cast-in-Place

Cast-in-place concrete will be the method used for the foundations and slab-on-grade and slab-on-deck operations on the ***** project. The latest stamped drawings for the formwork (including shoring equipment), working decks, and scaffolds shall be maintained by the concrete subcontractor at the site. All formwork must be designed, fabricated, erected, supported, and maintained so that it can support without failure all anticipated vertical and lateral loads (see the latest version of ANSI A10.9, *American National Standard for Construction and Demolition Operations, Concrete and Masonry Work*, for guidance).

Concrete forms and shoring must not be removed until the concrete subcontractor determines that the concrete has enough strength to support its own weight plus the weight of any superimposed loads. This determination must be based on concrete testing results indicating sufficient strength or certification that the conditions listed in the contract specifications for removing forms and shoring have been met. Individuals who direct the removal of formwork or shoring without meeting one of the two criteria will be removed from the project.

All vertical reinforcing steel that presents an impalement hazard must be guarded. If rebar caps are chosen as protection, they must be designed to protect against impalement (ie. flat caps with steel inserts). Mushroom-type rebar caps are not to be used for protection against impalement. Horizontal rebar that poses a laceration or scratch hazard must also be guarded - mushroom-type rebar caps are acceptable for this purpose.

Concrete – Precast Erection

All precast concrete columns, beams, deck panels, etc. must be adequately supported to prevent overturning or collapse until permanent connections are made.

Embedded lifting inserts must be capable of supporting at least four times the maximum intended load applied or transmitted to them.

Lifting hardware shall be capable of supporting at least five times the maximum intended load applied or transmitted to the lifting hardware.

No workers are allowed to under precast concrete members being lifted into position except those workers necessary for the erection of those members.

All workers engaged in precast erection activities, including erectors at the leading edge, must utilize fall protection at heights of six feet or more above a lower level. Safety monitors are not permitted.

Weather conditions, such as wind, snow and ice, thunderstorms and lighting, etc. must be evaluated by the precast erector's competent person on a continuous basis to protect workers and the surrounding community from injury.

Confined Space Entry

It is anticipated that the following confined spaces will be entered during the course of this project: *****. ***** are considered PERMIT-REQUIRED confined spaces.

Prior to entry into *****, ***** shall submit a comprehensive Confined Space Entry Program for review and approval. The plan shall be specific to the spaces to be entered on this project and include, at a minimum, provisions for worker training; atmospheric testing; control of hazardous energy; qualifications and responsibilities of entrants, attendants, and supervisors; communication between attendants and entrants; control of atmospheric hazards; control of physical hazards; personal protective equipment; emergency planning and rescue; and entry and hot work permits.

Currently, we do not anticipate a confined space. If a confined space should present, a comprehensive Confined Space Entry Program will be developed and implemented for any confined space work.

Cranes & Rigging

A written Lift Plan must be submitted to Barr & Barr for all crane activity, including assist cranes, for review prior to any hoisting activity. The Lift Plan shall include, at a minimum, all of the following information where applicable:

- Lift description
- Crane details, including the manufacturer, type, model, serial number, configuration, counterweight, and any attachments
- The identity & qualifications of the Lift Director
- Documentation of the weight of the object(s) to be lifted
- Load Chart, including notes, indicating the crane's gross capacity for the configuration to be used during the lift, with the applicable sections of the chart circled or highlighted
- A list of all deductions used to determine the crane's net capacity
- The crane's net capacity for the configuration to be used, and the percentage of the crane's net capacity the weight of the load represents

- Evaluation of the crane's hoist line pull capacity, including single hoist line capacity, and where applicable, the number of parts of line to be used and resulting reeved line capacity
- Maximum ground bearing pressures to be encountered on all outriggers, crawlers, and tires.
- A rigging diagram showing the type and capacity of all rigging, hardware, and attachments to be used below the hook. The rigging diagram shall include all sling angles and sling tensions
- Documentation of the Crane Operator's Qualifications including documentation of the employer's evaluation of the operator's ability to safely operate the crane in the size, configuration, and conditions to be encountered on the project
- The current Annual Inspection conducted by an independent third-party testing agency
- Documentation of qualifications for all Rigger(s) and Signal Person(s)

A sample Lift Plan is included in Appendix F.

For all **Critical Lifts**, the lift plan must be approved and stamped by a Registered Professional Engineer with experience in lift plan development and implementation. A critical lift includes the following:

- The load exceeds 75 % of the crane's capacity
- The load exceeds 100 tons
- The lift involves more than one crane
- The crane is used to lift personnel
- The lift requires clearance distances to power lines less than the clearance distances specified in OSHA Part 1926 Subpart CC
- Any lift deemed critical by Barr & Barr due to the value of the equipment being hoisted or potential long lead time for replacement

All crane operators shall be licensed in the State of …. / Certified by the National Commission for the Certification of Crane Operators (NCCCO) and be proficient in the operation of the particular crane they are operating. A copy of the operator's license / certification and employer evaluation must be provided to Barr & Barr prior to the commencement of lifting operations.

Prior to hoisting, the subcontractor shall provide Barr & Barr with a current annual crane inspection conducted by an independent third-party testing agency that is acceptable to Barr & Barr. Prior to the start of each shift, a competent person designated by the subcontractor shall conduct and document a crane inspection in accordance with the crane manufacturer's instructions and the latest version of the ANSI B30 standard applicable to the crane. Any deficiencies must be repaired, and defective parts replaced, before continued use of the crane. It is the responsibility of the crane operator to cease crane operations when such conditions exist, or when wind speeds or adverse weather conditions could affect the safe operation of the crane. The subcontractor shall provide Barr & Barr with copies of all inspection reports upon request.

The crane operator shall have available at all times, in the cab or the operator's station of the crane, the operators manual, maintenance manual, load charts, daily & monthly inspection records, and current annual inspection. ANSI's *Standard Hand Signals for Lifting* shall be posted on the crane or in a nearby conspicuous location.

The path of each load must be planned to prevent swinging loads from passing over workers. It is the responsibility of the subcontractor to utilize the necessary precautions (barricades, horns, whistles, spotters, etc.) to keep workers out of the swing path. At no time are workers permitted to stand, walk, or work beneath suspended or swinging loads.

The subcontractor must determine if any part of the crane, load line, load, rigging or lifting accessories could get closer than 20 feet to any power line during crane assembly, disassembly, or use. If encroachment within 20 feet is possible, the subcontractor is responsible for compliance with all applicable provisions of OSHA 29 CFR 1926.1407 through 1926.1411.

The use of a crane to lift personnel is prohibited except during steel erection or when no other feasible means to elevate workers exist. In such cases, it is the responsibility of the subcontractor to ensure that all of the provisions of OSHA 29 CFR 1926.1431 are met.

The rigging of all loads shall be performed by a qualified rigger. Documentation of the rigger's qualifications must be provided to Barr & Barr prior to any hoisting activity. The qualified rigger shall inspect all rigging equipment prior to each lift, and any equipment found to be worn, damaged, or defective shall be removed from service immediately. Synthetic slings must not be used where the potential exists for the webbing to be cut. Softeners must be provided and used where necessary to protect slings, regardless of type, against sharp edges.

The subcontractor shall assign a qualified signal person to signal the crane. Documentation of the signal person's qualifications must be provided to Barr & Barr prior to any hoisting activity. The subcontractor shall select the appropriate means (hand signals, radio, etc.) to ensure adequate communication between the signal person and crane operator.

Demolition

Prior to the start of structural demolition operations, the demolition subcontractor shall conduct an engineering survey to assess the condition of the structure, framing, and floors. The survey must be in writing and be submitted to Barr & Barr for review. Based on the engineering survey, the demolition subcontractor shall prepare a written Demolition Plan that includes, at a minimum, the following elements:

- Details of the sequence, means, and methods to be used during demolition
- Means to prevent damage to or from utility services
- Dust suppression methods
- Fire prevention and protection procedures
- Any shoring or bracing requirements
- Means to secure demolition areas to prevent entry by unauthorized personnel
- Debris removal methods
- Fall protection requirements and procedures
- Procedures to follow if hazardous materials are encountered
- Any other relevant safety plans

The Demolition Plan must be approved by a Registered Professional Engineer (R.P.E.) with experience in demolition operations. Drawings and calculations stamped by a R.P.E. must be included for all structural shoring.

Electrical Safety

All electrical work on this project must be performed by licensed electricians and meet the requirements of OSHA 29 CFR 1926.400 through 1926.408 and 1926.416 through 1926.449 (Subpart K) and the latest applicable version of NFPA 70, the *National Electric Code*. All electrical

conductors and equipment installed on the project must be approved by Underwriters Laboratory (UL) or other nationally recognized testing laboratory (NRTL) and be installed, labeled, maintained, and used in accordance with the UL or NRTL listing.

Employee exposure to live parts of electrical equipment operating at 50 volts or more must be prevented by de-energizing the circuit or guarding against accidental contact using approved cabinets, covers, or enclosures. Cardboard, insulation, duct or electrical tape, or other non-approved methods are not to be used to guard live parts. All electric rooms must have lockable doors and proper signage to keep unauthorized employees out and be locked when unattended. It is anticipated that all circuits can be de-energized to prevent employees from working in the vicinity of live parts, and electrical tie-ins can be performed with the systems de-energized. If a subcontractor determines that it is not possible to perform the work with the electrical system in a zero-energy state, the subcontractor must submit to Barr & Barr a procedure detailing the methods that will be used to comply with NFPA 70E that includes the reason(s) why de-energizing is not an option.

The electrical subcontractor is responsible for installing and maintaining temporary lighting sufficient to attain the illumination levels listed in OSHA 29 CFR 1926.56 Table D-3. The electrical subcontractor shall inspect work areas frequently and replace bulbs and add or move temporary lighting as needed due to the installation of ductwork, metal studs, drywall, etc. Branch circuits used for temporary lighting must be dedicated to the temporary lighting. Temporary lighting must be suspended by their cages using non-metallic ties. The bulbs for stringer-type and metal halide lights must be protected on all sides to prevent accidental breakage.

Ground-fault protection is required for all power and extension cords used to provide power to tools and equipment. An assured grounding conductor program alone is not an acceptable means of compliance with OSHA 29 CFR 1926.404(b)(1). It is the responsibility of the electrical subcontractor to install, inspect, and maintain receptacles with ground-fault protection to provide temporary power for the project. When plugging power or extension cords into new or existing receptacles that do not have ground-fault protection, portable ground-fault circuit interrupters are required.

Only three-wire, round extension cords that are rated for hard or extra-hard usage are allowed on this project. All extension cords must be clearly marked with the size, number of conductors, and type designation (only SJ, SJO, SJT, SJTO, S, SO, ST, and STO type cords are permitted). Extension cords must be inspected at the start of each shift and when moved to another receptacle. Any extension cord showing evidence of damage, defect, wear, fraying, or overheating must be removed from service immediately. Extension cords must be protected against physical damage and be organized or elevated such that they do not present a tripping hazard.

Power Lines

Excavation & Trenching

All subcontractors shall notify Dig Safe (Sunshine811 in FLA) at least 72 hours (2 full business days in FLA) prior to the commencement of any excavation activity. The phone number for Dig Safe (888-DIG-SAFE) will be posted in the jobsite trailer. Areas to be excavated must be pre-marked with white spray paint prior to the Dig Safe notification.

In accordance with Chapter 82A (Jackie's Law) of the General Laws of the Commonwealth of Massachusetts, the site subcontractor shall obtain a permit to excavate from the City / Town of *****

prior to excavating any trench. The site contractor is not permitted to leave open any unattended trench, regardless of depth, that poses a safety hazard to the public.

The site subcontractor shall designate a competent person to make daily inspections of all trenches and excavations. The competent person shall conduct more frequent inspections when necessary due to conditions that are likely to make the walls of the trench or excavation more unstable, such as weather changes, vibration, surcharge load, or other ongoing operations inside or outside of the trench or excavation. The competent person is required to document each trench inspection using the form in Appendix D or equivalent form acceptable to Barr & Barr. Other required duties of the competent person include soil analysis and classification; selection and use of protective systems; design and installation of egress systems; control of water accumulation; and evaluation and control of atmospheric hazards.

All trenches 5 feet in depth or more, or at any depth where the potential for cave-in exists, must be protected against cave-in by means of sloping, benching, shielding, or shoring. Sloping will be the preferred means of protection where adequate space is available. Shoring or trench boxes will be utilized in areas where space is limited. Unless a manual test, or a test using a pocket penetrometer or hand-operated shearvane, conducted and documented by the competent person, indicates otherwise, all soil shall be assumed to be Type C, which requires a 1 ½ : 1 slope for adequate cave-in protection. A Registered Professional Engineer shall approve any protective system for any trench or excavation more than 20 feet in depth. The site subcontractor must use a barricade or other method acceptable to Barr & Barr to prevent workers, vehicles, or heavy equipment from falling into the trench or excavation.

Where sloping or benching is used for employee protection, the slope configurations must meet the specifications contained in OSHA 29 CFR Subpart P Appendix B. Where trench boxes or shields are used to protect workers against cave-in hazards, the user of the trench box shall have the trench box / shield certification at the site. For shoring systems, tabulated data supplied by the manufacturer, or a Registered Professional Engineer must be present at the site. If timber shoring is used, the system must be designed and installed in accordance with OSHA 29 CFR Subpart P Appendix C or approved by a Registered Professional Engineer. Any other system used to protect workers against cave-in hazards must be approved by a Registered Professional Engineer.

All trenches that are four feet or more in depth shall have a stairway, ladder, ramp, or other safe means of egress designed by the competent person. Means of egress must be in sufficient numbers and locations so that workers in any area of the trench have to travel no more than 25 feet to reach a safe egress point.

The site subcontractor shall take all necessary precautions and steps to prevent water accumulation in any trench or excavation and have pumping systems available onsite for immediate water removal.

In any trench or excavation greater than four feet in depth where the potential for a hazardous atmosphere exists, the competent person for the subcontractor shall test the atmosphere in the excavation or trench in accordance with OSHA 29 CFR 1926.651(g)(1). In the event that a hazardous atmosphere is detected, the competent person for the subcontractor shall provide ventilation or other appropriate controls to eliminate the hazard. Emergency rescue equipment meeting the requirements of OSHA 29 CFR 1926.651(g)(2) must be made readily available at the project by the subcontractor where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in the trench or excavation.

Fall Protection

Barr & Barr has a six-foot Fall Protection Policy for the ***** project. All Barr & Barr and subcontractor employees, regardless of trade, must be protected from falling six feet or more to a lower level by floor hole covers, guardrails, safety nets, restraint systems, or personal fall arrest systems. This requirement applies to all supervision, tradespersons, and activities, including, but not limited to, ironworkers, scaffold users, roofers, and leading-edge work.

Conventional fall protection systems consisting of floor hole covers, safety nets, guardrails, personal fall arrest systems, or restraint systems meeting the requirements of OSHA Subpart M shall be used to protect employees against falls of six feet or greater. Controlled access zones, safety monitoring systems, and fall protection plans are not allowed as a means of fall protection.

The use of six-foot shock absorbing lanyards are not permitted, unless the subcontractor has demonstrated in writing and has been accepted by Barr & Barr that other methods are infeasible, or creates a greater hazard. Self-retracting lifeline devices will be the preferred method, other methods must be selected on a case-by-case basis.

Guardrails shall be the preferred means for protecting workers at height. Restraint systems prevent the worker from falling and should be selected before personal fall arrest systems where feasible. The system must be configured so that it does not allow the worker to fall beyond the edge of the surface that they are working upon. The anchor point for a restraint system must be designed and installed by a qualified person and be capable of withstanding a force of 1,000 pounds. Personal fall arrests systems must be designed and installed by a qualified person and be capable of withstanding a force of 5,000 pounds or be designed, installed, and used as part of a complete system, approved by a qualified engineer, that maintains a safety factor of at least two. Installing and using a manufactured horizontal lifeline system in accordance with the manufacturer's instruction will be deemed to have met the qualified person requirement.

Warning lines, when properly constructed, inspected, and maintained and positioned at least **six feet from the edge** of the roof, may be used as fall protection **for roofing work** on flat and low-sloped (less than 4:12 slope) roofs. Warning lines used as a means of fall protection for **all other trades must be at least 15 feet from the roof edge**. It is important to note that **any** worker positioned between the warning line and the edge of the roof must be protected by guardrails, restraint systems, or personal fall arrest systems. **Safety monitors are not permitted** on this project.

Warning line systems must consist of ropes, wires, or chains and supporting stanchions. A warning line must be between 34 and 39 inches, including sag, above the roof surface, be flagged at 6-foot intervals with high visibility material, and have a minimum tensile strength of 500 pounds. Caution / danger tape or similar materials are not permitted. The stanchions must be capable of withstanding a force of 16 pounds applied horizontally across the stanchion 30 inches up from the roof surface.

In lieu of a hoist, Barr & Barr will build and maintain **material handling areas** on each floor to allow for loading of materials and equipment and removal of debris. Material handling areas will consist of "corrals" with guardrails at least 8 feet in length extending into the building from the building edge, with removable guardrails or doors equipped with signs indicating "DANGER – Fall Hazard – Tie-Off Required Before Removing Guardrail" or "DANGER – Fall Hazard – Tie-Off Required Before Opening Doors."

It is the responsibility of each subcontractor to ensure that each of its employees working in material handling areas is protected against falls. Barr & Barr will install anchor points and self-retracting

lifelines (SRLs) at each material handling area. Subcontractors using such systems are required to inspect the system in accordance with the manufacturer's inspection criteria prior to use. SRLs must be fully retracted when not in use in order to prolong the effectiveness and service life of the unit. If for any reason Barr & Barr removes an anchor point or SRL from a material handling area, the subcontractor is required to install and use its own equipment prior to removing guardrails or opening doors.

Workers erecting and dismantling tubular welded frame scaffolds shall use a personal fall arrest system at heights of six feet or more when standing, kneeling, or sitting in a stationary position, when raising or lowering scaffold materials and planks, when tying the scaffold in to the building, and when fastening tarps or screens to the scaffold. The competent person for the subcontractor erecting or dismantling the scaffold is required to determine the feasibility of providing fall protection for erectors and dismantlers carrying scaffold frames and planking at heights of six feet or more.

The six-foot fall protection requirement does not apply to performing work from or traveling up or down ladders but does apply to all work performed on or from a ladder along the building perimeter or other areas (stairwells, shaft openings, etc.) where the potential fall distance is greater than the working height of the ladder.

The six-foot fall protection requirement does not apply when a worker must access a vehicle, trailer, or equipment for the purposes of unloading or loading materials or equipment.

In lieu of guardrails, excavations and trenches six feet or more in depth, that are clearly visible upon approach, may be barricaded using high-visibility snow fence that is at least four feet in height or other barricade that is acceptable to Barr & Barr.

Fire Protection

In addition to OSHA 29 CFR 1926.150 through 1926.155, each subcontractor is responsible for compliance with all rules and regulations established by the Commonwealth of Massachusetts and the City / Town of ***** . All subcontractors performing hot work or using flammable or combustible materials on this project are responsible for determining any Owner or local Fire Department requirements prior to starting their work.

All flammable and combustible liquids and gases must be stored in containers approved by Underwriters Laboratory or other nationally recognized testing laboratory with appropriate identity and hazard warning labels. Plastic gasoline, diesel fuel, and kerosene containers are not permitted on this project.

Propane or other liquefied petroleum gas may not be stored inside the new or existing building at any time. No more than 25 gallons of a flammable or combustible liquid may be stored inside the new or existing building.

Outside storage of flammable and combustible liquids shall be in areas approved by Barr & Barr. No more than 60 gallons of a flammable or combustible liquid may be stored outside of an approved flammable storage cabinet. The responsible subcontractor is required to provide suitable protection of containers, adequate signage, and a portable fire extinguisher in areas used for storage of flammable and combustible liquids and gases.

Barr & Barr will maintain an adequate number of fire extinguishers for general use during all phases of construction. Multi-purpose dry chemical portable fire extinguishers with a rating of not less than

4-A:60-B:C (10 lb.) shall be placed at the entrances to the stairways and in conspicuous locations and in sufficient quantities to limit travel distance to the nearest fire extinguisher to less than 50 feet. The fire extinguishers furnished by Barr & Barr will be inspected weekly. Discharged, damaged, or defective fire extinguishers will be removed and replaced. The fire extinguishers furnished by Barr & Barr for general use are not to be used or relied upon by subcontractors performing hot work.

All tarpaulins and plastic used for temporary covers, enclosures, or partitions must be fire resistant.

General Rules

The following rules with respect to worker conduct will be rigorously enforced on the ***** Project:

- All workers and visitors are expected to conduct themselves in a manner acceptable for a college campus environment. Any harassment of or unwanted behavior toward students, client personnel, co-workers, supervisors, visitors, or the public will result in immediate termination from the project.
- All unsafe conditions or procedures must be reported immediately to the worker's immediate supervisor. The supervisor must take prompt corrective action or notify Barr & Barr if the correction is not his / her responsibility or outside his / her area of expertise.
- Workers, vendors, visitors, etc. are expected to arrive at the site dressed appropriately for a construction project. In addition to hard hats, safety glasses, & high-visibility vests or clothing, all individuals inside the construction fence must wear shirts with sleeves (4-inch minimum), long work pants, and sturdy work boots or shoes. Sleeveless or tank top shirts, short pants, sweatpants, sneakers, sandals, and high-heeled or open-toed shoes are not allowed on this project. It is the responsibility of each subcontractor to ensure that each of its employees, visitors, and delivery personnel have the proper clothing and personal protective equipment when inside the site boundaries.
- Any individual that removes, disables, disarms, or otherwise renders inoperable a safety guard, device, or feature from a tool, machine, vehicle, or piece of equipment will be removed immediately from the project.
- All workers are required to keep out of barricaded areas and obey all warning, traffic, and instruction signs.
- Fighting, scuffling, horseplay, stealing, cursing, or creating a disturbance is not allowed and will result in removal from the project.
- Individuals that consume, possess, sell, or are under the influence of illegal drugs or alcohol will be removed from the project.
- Possession of a firearm, weapon, or fireworks, regardless of a permit, will result in removal from the project.
- Radios, disc players, IPODs and other devices with earphones or headsets are not permitted on this project.
- Smoking is prohibited in and around the buildings; including the roof, company vehicles, and vehicles parked on ***** property. Smoking is defined as smoking cigarettes, cigars, pipes, E-cigarettes or electronic cigarettes, and the use of smokeless or spit tobacco products.

Hand & Power Tools

In addition to OSHA 29 CFR 1926.300 through 1926.307, the tool manufacturer's procedures for safe operation, inspection, maintenance, and repair of all hand and power tools shall be followed. It is the responsibility of each subcontractor to ensure that workers are provided with the appropriate

tools for the assigned task, the tools are well-maintained and in good working order, and that each employee using a tool is thoroughly trained in its proper use and limitations.

All tools must be inspected by a trained individual prior to use. Worn, damaged, or defective tools must be removed from service immediately. All safety guards, features, and devices must be in place and in operable condition.

Powder-actuated tools must be used by trained and qualified workers authorized by the subcontractor. Documentary evidence of worker training for the manufacturer and model used must be available at the site. Users must be familiar with the charge type and load, and the compatibility between the charge, fastener, and substrate material. Powder-actuated tools must be inspected for obstructions or defects, in accordance with the manufacturer's instructions, prior to use. The tools must remain unloaded until ready for use and loaded tools must not be left unattended. Immediately before firing the tool, the user shall say "FIRE" in a voice loud enough to be heard by other workers in the area and shall repeat the warning prior to each shot. In cases where the tool misfires, the charge must be replaced or the strip advanced. The worker must not attempt to use the same shot that misfired. Fired or misfired charge strips are not to be left on the floor – they must be placed in a pail of water prior to disposal.

Electric power tools must be either grounded or double-insulated, and the circuit used protected by an integrated or portable ground fault circuit interrupter (GFCI). All table saws and other woodworking machinery must be equipped with a magnetic switch to prevent automatic restart of the machine after power is restored following a power interruption.

Pneumatic fasteners and tools shall be operated in accordance with the manufacturer's instructions and safe operating pressures for hoses, pipes, valves, filters, and fittings. Fasteners with automatic feeds must be equipped with a safety device that requires the muzzle to be in contact with the work surface before the tool will fire. Taping or wedging the trigger to allow the tool to fire with muzzle contact alone is grounds for immediate dismissal from the project.

All Chicago-type pneumatic hose fitting must be secured using a clip or wire to prevent the fittings from disengaging.

All fuel-powered tools must be turned off during re-fueling. Fuel-powered tools must not be brought into enclosed areas without approval of the Barr & Barr Safety Director (see Carbon Monoxide).

Hazard Communication

Each subcontractor must include a written Hazard Communication Program in its site-specific Safety & Health Plan. The Hazard Communication Program shall include, at a minimum, the following elements:

- A description of the methods to be used to satisfy container labeling, safety data sheet (SDS), and employee training provisions of the OSHA Hazard Communication Standard (29 CFR 1926.59 / 1910.1200).
- A list of hazardous chemicals the subcontractor will be bringing to the site.
- The methods the subcontractor will use to inform its employees of the hazards associated with non-routine tasks.

It is the responsibility of every subcontractor to maintain a copy of the SDS for each hazardous chemical at the site in a location that is accessible to its employees during all work shifts. Each subcontractor must also supply Barr & Barr with an SDS for each hazardous chemical they have on site. Barr & Barr will maintain copies of all SDSs in the project trailer for inspection and copying.

Hazardous Waste

Each subcontractor shall notify Barr & Barr of any hazardous wastes that will be generated during the performance of their work. Each subcontractor has the sole responsibility for proper storage of hazardous wastes at the site in an area approved by Barr & Barr. Each container of hazardous waste must be properly labeled with the identity of the material and appropriate hazard warnings, be closed using a secure cover, and be placed in an adequate secondary containment to prevent contamination in the event of a leak or accidental discharge. Each subcontractor must provide Barr & Barr with the manifest documenting that its hazardous wastes have been disposed of in a legal and appropriate manner.

Hearing Conservation

All employees performing a task that results in an exposure to noise at or above 90 dBA (decibels, A-weighting), regardless of duration, shall be provided with and wear hearing protection sufficient to attenuate the sound levels below 90 dBA. To ensure adequate attenuation, the noise-reduction rating (NRR) must be reduced to 50 % of the manufacturers' listing. For example, a hearing protection device with an NRR of at least 20 would be required to provide adequate protection for a noise exposure of 100 dBA. In cases where the need for hearing protection and the level of protection required is not evident, the subcontractor is responsible for measuring noise levels using a Type II Sound Level Meter set for A-weighting and Slow Response.

Housekeeping & Sanitation

Site cleanliness is a top priority on this project. All subcontractors are responsible for organizing their materials, tools, and equipment, and removal of their trash and debris as it is generated. At no time is trash or debris to be stockpiled inside the building. Waste containers used for combustible materials, oily rags, and hazardous materials or wastes must be equipped with covers.

Aisles, corridors, stairs and landings, fire exits, and doorways must be kept clear of building materials, equipment, extension cords, hoses, and debris. Extension cords and hoses that cannot be kept to the side must be elevated to prevent physical damage and tripping hazards.

Appropriate measures shall be taken to control dust generation and reduce airborne dust exposures to the project workforce and surrounding community. Sweeping compound must be used to control dust during interior cleaning. Water trucks must be used to control visible dust generated during dry conditions. Wet methods and local exhaust ventilation, where available, must be used to reduce employee exposure to toxic dusts and fumes. The use of compressed air for cleaning purposes is not permitted except during preparation for slab-on-deck concrete pours.

Subcontractors must not burn, bury, or otherwise dispose of hazardous chemicals or waste at the site. No open burning of trash or debris is permitted on this project.

Suitable floor protection shall be placed beneath equipment (pipe threading machines, for example) to keep oil and grease off the floor.

Each subcontractor is responsible for establishing locations for its employees to take breaks and consume food, coffee, etc. Such break areas must be approved by the Barr & Barr Superintendent. Each break location must have a rodent-proof receptacle for food waste and debris. Such receptacles must be emptied daily.

Scrap lumber shall have protruding nails / screws removed as the wood is stripped or otherwise taken down.

Each subcontractor must provide potable water for drinking and hand washing at the project site for its employees.

Barr & Barr will provide portable toilets in quantities sufficient for the number of workers on the project. Workers on the project are not permitted to use the owner's toilet facilities without prior approval from Barr & Barr.

Subcontractors who fail to meet housekeeping standards acceptable to Barr & Barr will have their work areas cleaned by Barr & Barr personnel at the expense of the subcontractor.

***** LEED ? Dumpsters, Sorting, etc.

Infection Control

*****

Interim Life Safety Measures

*****

Ladder Safety

It is expected that stepladders of various lengths will be used during this project. All stepladders shall be used in the fully-open position (unless designed for use in closed position) and placed on firm, level ground. The stepladder shall be properly sized and located so that the worker does not need to stand on the top rail or cap or reach unsafely to perform the required work. Stepladders may not be used to access higher or lower levels.

Job-made or straight / extension ladders must be used to access higher or lower levels. When used for this purpose, the ladder must be secured and extend at least three feet above the landing surface. When in use, such ladders must be set at a 4:1 angle. Job-made wooden ladders must be constructed, inspected, maintained, and used in accordance with the latest version of ANSI A14.4, *Safety Requirements for Job-Made Wooden Ladders*.

Manufactured step- and extension ladders must be non-metallic and be Type I, Type IA, or Type IAA. Type II, Type III, and aluminum ladders of any type are not permitted on this project. All manufactured ladders must be used in accordance with the manufacturer's instructions.

For all types of ladders, workers must always face the ladder when ascending and descending and maintain three points of contact. Employees must face the ladder while working and may not straddle the ladder. Where the carrying of tools or materials would prevent the worker from maintaining three points of contact, they must be placed in a tool belt or pouch or lifted using a rope. Workers must maintain their belt or pant buckle between the vertical rails of the ladder to prevent overreaching.

All ladders must be inspected prior to use, and damaged or defective ladders removed from the project immediately. Manufactured ladders that do not have a visible label shall be deemed to be damaged and must be removed immediately.

The project's six-foot fall protection requirement does not apply to performing work from or traveling up or down ladders but does apply to all work performed on or from a ladder along the building perimeter or other areas (stairwells, shaft openings, etc.) where the fall distance is greater than the working height of the ladder.

Lasers

Subcontractors using lasers are required to post laser warning placards in all affected areas. All laser equipment must bear a label to indicate maximum energy output. All workers using lasers must be properly trained for the class of laser they are using. The owner's manual for each laser must be kept with the equipment.

The competent person for the subcontractor using the laser must determine the need for eye protection beyond standard safety glasses based on the class of the laser and the manufacturer's instructions. In cases where added protection is needed, the subcontractor must notify Barr & Barr and take steps to avoid exposure to employees of other subcontractors, such as restricting access to the area where the laser is in use or performing the work during off hours.

Lockout / Tagout

The Safety & Health Plan for each subcontractor must include site-specific lockout / tagout procedures if any of its employees has the potential to be exposed to any form of hazardous energy during service or maintenance activities. Forms of hazardous energy include electrical, mechanical, hydraulic, pneumatic, chemical, thermal, gravity, and stored energy. The subcontractor's lockout / tagout procedures must meet the requirements of OSHA 29 CFR 1910.147 and must include, at a minimum, specific energy control procedures, methods to verify energy isolation, locking devices and hardware, tag requirements, group lockout procedures, dissipation of stored energy, inspection and release from lockout / tagout, procedures to follow if the employee who applied the lockout device is not available to remove it, and employee training.

Only trained and authorized workers are permitted to perform service or maintenance activities under the subcontractor's lockout / tagout procedures.

Service and maintenance on cord-and-plug tools and equipment (for example, changing the blade on a circular or table saw) will be deemed to be in compliance if the cord is unplugged and is in the possession of the person performing the service or maintenance.

Motor Vehicles & Equipment

Any unnecessary idling of vehicles, equipment, and machinery is prohibited on this project. All subcontractors are responsible for full compliance with the Massachusetts Anti-Idling Law (310 CMR 7.11). Barr & Barr must be consulted in any event where a subcontractor deems that the idling of a vehicle, piece of equipment, or machine for more than five minutes is necessary.

Each person who operates a motor vehicle on the site shall have in their possession a valid driver's license that is legally sufficient for the type of vehicle they are driving. Equipment operators must have in their possession a valid state license where required. Any person driving a vehicle or piece of equipment or riding as a passenger must wear a seat belt. No worker shall be permitted to ride with arms or legs extending outside the interior or cab of the vehicle or equipment, ride in a standing position, or seated on the fenders, tailgate, or anywhere else that does not have a functional seat belt. Riding in the back of pick-up trucks is strictly prohibited, within the site fence or as a means to shuttle workers in and out of the site. Drivers are required to maintain speeds at or below posted speed limits. In addition, careless, reckless, or otherwise unsafe operation or use of vehicles or equipment shall result in withdrawal of driving privileges on the project.

Equipment operators and vehicle drivers must make a pre-shift inspection in accordance with the manufacturer's instructions to ensure that all safety devices and features are in place and functioning properly. Any noted deficiencies must be repaired by a qualified mechanic or technician prior to returning the equipment or vehicle to service. Operating and maintenance manuals must be kept in the cab of all mechanized equipment. All mobile equipment must be provided with a windshield that is free of cracks or other conditions that impede the vision of the operator. All mobile equipment that has a gasoline or diesel engine must have a permanently mounted functional fire extinguisher. The engines of all vehicles and equipment must be shut down prior to fueling.

Any vehicle or heavy equipment that has an obstructed view to the rear must be equipped with a back-up alarm, or a flagger must be used to allow for safe backing. Back-up alarms must be sufficiently loud to be heard above the other operations in the area. If flaggers are used, they must be trained, equipped with flags where necessary, and wear approved high-visibility safety vests.

Roll-over protective structures (ROPS) that meet the performance criteria in OSHA 29 CFR 1926.1001 & 1926.1002 must be present on all rubber-tired scrapers, rubber-tired front-end loaders, rubber-tired dozers, wheel-type tractors, crawler tractors, crawler loaders, and graders. In all machinery equipped with ROPS, a functional seat belt must be provided and used.
Properly trained and equipped flag persons must be used where necessary to ensure the safe flow of construction traffic and deliveries within the site and at access points in and out of the site. Subcontractors must make flaggers available in all situations that Barr & Barr deems necessary.

Personnel Protective Equipment

Subcontractors are responsible for ensuring that each person under their control wears a **hard hat** at all times. Hard hats must meet the requirements of the latest version of ANSI Z89.1, *American National Standard for Industrial Head Protection.* Hard hats for general use must meet the requirements of ANSI Type I for impact hazards and ANSI Class G for electrical exposure. Bump caps are not permitted on this project.

Each subcontractor must assess the hazards to which its workers are exposed and determine the necessary level of head protection. This includes, but is not limited to, workers using hard hats to protect against electrical hazards.

In instances where the worker leaning over could cause his or her hard hat to fall off and pose a falling object hazard, the subcontractor's competent person is responsible to determine the need for hard hat lanyards or chin straps.

Hard hats shall be worn with the bill facing forward unless the manufacturer certifies that the hard hat was tested with the suspension reversed and the hard hat meets all ANSI Z89.1 requirements in this configuration.

Workers are required to inspect their hard hats daily for wear and damage in accordance with the manufacturer's instructions. Damaged or excessively worn hard hats must be removed from service.

At a minimum, **safety glasses** meeting the requirements of the latest version of ANSI Z87.1, *Practice for Occupational and Educational Eye and Face Protection*, shall be worn at all times on this project. The competent person for each subcontractor shall determine the need for further eye and face protection where flying objects, chemical hazards, radiation, or other recognized hazards exist. Full **face shields** must be worn in addition to safety glasses when operating grinders, chain saws, demolition saws, chop saws, masonry saws, etc., or where the potential for chemical splashes exists.

Individuals may wear prescription glasses at the project if the lenses meet ANSI requirements and side shields are affixed to the temple bars, or goggles or visitor-type spectacles are worn over the prescription glasses. Standard safety glasses are not to be worn over prescription glasses.

Tinted safety glasses are not permitted to be used for eye protection inside the new or existing buildings. Tinted safety glasses are also not permitted for protection against UV radiation during cutting and welding operations.

Hearing protection shall be worn by all employees performing a task that results in an exposure to noise at or above 90 dBA (decibels, A-weighting), regardless of duration. The hearing protection provided must be sufficient to attenuate the sound levels below 90 dBA.

The subcontractor must submit a written **respiratory protection program** whenever a respirator is used to protect an employee against exposure to an air contaminant at concentrations in excess of allowable limits or respirator use is required by the subcontractor. The respiratory protection program shall include, at a minimum, the following elements: exposure assessment; respirator selection; medical evaluation; fit testing procedures; proper use of respirators; facial hair policy; inspection; maintenance; cleaning; storage; training; and program evaluation.

Workers who voluntarily use dust masks for protection of nuisance dusts at concentrations below prescribed limits do not need to be included in a written respiratory protection program. In such cases, the subcontractor shall train the workers on the contents of 29 CFR 1910.134 Appendix D, *Information for Employees Using Respirators When Not Required Under the Standard* (see Appendix K).

The use of **work gloves** on this project is mandatory for all activities involving rigging, unprotected sheet metal and duct work, metal stud framing, glazing, and roofing. The competent person for each subcontractor shall determine the need for further hand protection to protect employees against cuts, puncture wounds, heat, electrical hazards, and chemical exposures.

Employees whose duties are performed in areas where they are exposed to the danger of moving or rotating vehicles or equipment shall wear **high-visibility work vests**. Such vests shall meet the

requirements of a Class II safety vest in the latest version of ANSI / ISEA 107, *American National Standard for High Visibility Safety Apparel and Headwear*, and shall be worn in the correct manner.

In addition to faceshields and hearing protectors, workers operating chain saws shall wear suitable leg protection (**chaps**).

Powered Industrial Trucks

All forklifts shall be operated by persons possessing a current hoisting license issued by the Massachusetts Department of Public Safety / appropriate state licensing agency. In addition, each operator must provide training documentation and certification of successful evaluation (within the last three years) Training must meet the requirements of OSHA 29 CFR 1910.178(l). Operator retraining is required in accordance with 1910.178(l) any time an operator is observed operating the equipment unsafely, the operator is involved in an accident or near-miss incident, the operator is assigned to operate a different piece of equipment, or conditions on the site change that could affect the safe operation of the equipment. Subcontractors must provide Barr & Barr with copies of licenses and training / evaluation documentation prior to allowing workers to operate powered industrial trucks on this project.

Any and all lifting attachments must be original manufactured equipment or be approved in writing by the manufacturer. Any modification to any part of a powered industrial truck or its attachments must be approved in writing by the manufacturer prior to use.

Power Line Safety

LOCATION(S), VOLTAGE(S), IMPACTED TRADES / OPERATIONS

Barr & Barr and its subcontractors shall determine the location and potential impacts of any overhead power lines on or adjacent to the project. Where maintaining safe distances between cranes or equipment and overhead power lines is difficult or impossible, Barr & Barr shall contact the electric utility, **in writing**, to request de-energization of the line(s), and keep records of such requests and all responses to such requests for the duration of the project. In all cases where an overhead power line(s) on or adjacent to the project could impact the safe use of cranes or equipment, Barr & Barr shall contact the electric utility to determine the voltage of such power line(s).

Cranes

The subcontractor must determine if any part of the crane, load line, load, rigging, or accessories could get closer than 20 feet to any power line up to 350,000 volts (50 feet above 350,000 volts) during crane assembly, disassembly, or use. If encroachment within 20 / 50 feet is possible, the subcontractor is responsible for compliance with all applicable provisions OSHA 29 CFR 1926.1407 through 1926.1411.

Before beginning crane operations, the subcontractor must:

- Identify the crane work zone by demarcating boundaries and prohibit operation of the crane beyond those boundaries; or defining the work zone as the area 360 degrees around the crane up to the crane's maximum working radius.
- Determine if any part of the crane, load line, load, rigging, or accessories could get closer than 20 feet to the power line if operated up to the crane's maximum working

radius. If encroachment within 20 feet is possible, the subcontractor must meet one of the following 3 options:

1. Confirm with the electric utility owner that the line has been de-energized and visibly grounded.
2. Maintain 20-foot clearance
3. Determine the line's voltage and maintain minimum clearance distances as follows:

Up to 50,000 volts (50 kV)	10 feet
>50 to 200 kV	15 feet
>200 to 350 kV	20 feet
>350 to 500 kV	25 feet
>500 to 750 kV	35 feet
>750 to 1,000 kV	45 feet

- If clearance distances are used to prevent power line contact or encroachment, the subcontractor must meet the following requirements:

1. A planning meeting must be conducted with the operator and affected workers to review power line location(s) and the methods that will be used prevent encroachment.
2. Tag lines must be non-conductive.
3. Erect and maintain an elevated warning line, barricade, or line of signs at the required distance from the power line. If the operator cannot see the elevated warning line, a dedicated spotter must be used.
4. In addition, **at least one** of the following measures must be implemented:

i. A dedicated spotter in continuous contact with the crane operator. The spotter must be provided with a visual aid and be positioned to effectively gauge clearance distance.
ii. Range limiting device.
iii. Proximity device if listed and labeled by a Nationally Recognized Testing Laboratory
iv. Insulating link if listed and labeled by a Nationally Recognized Testing Laboratory.

Equipment

Includes any machine, vehicle, equipment, or tool that is capable of striking or encroaching safe distances from overhead power lines, such as, but not limited to, aerial lifts, excavators, backhoes, grade-alls, loaders, forklifts, dump truck bodies, dumpsters, concrete pumps, pile driving equipment, drill rigs, mechanics trucks with hoisting capability, and articulating knuckle-boom cranes used for delivery.

All machines, equipment, and tools must maintain a clearance of at least 10 feet from any overhead power line up to 50, 000 volts. For line voltages above 50,000 volts, the clearance distance must be increased 4 inches for every 1,000 volts above 50,000.

In cases where it is difficult for the operator to maintain the required clearance distance by visual means, the subcontractor shall designate a dedicated spotter to observe power

line clearance and communicate with the operator when approaching the safe clearance distance.

Scaffolds

It is expected that tubular welded frame ("frame") and mobile frame and baker-type scaffolds will be used on the ***** project. The selection, erection, dismantling, inspection, maintenance, and use of all scaffolds on this project must be performed under the direction and supervision of a competent person designated by each responsible subcontractor and meet the requirements of OSHA 29 CFR Subpart L and the specifications and recommendations of the scaffold manufacturer. The **qualifications of each competent person** must be submitted to Barr & Barr prior to scaffolding activities. All **scaffold users must be trained** in the proper use of the scaffold, including fall protection requirements, electrical hazards, falling object hazards, and load capacity. Prior to allowing its workers on a scaffold, the subcontractor is required to submit documentation to Barr & Barr that each employee has received training that meets the requirements of OSHA 29 CFR 1926.454.

All frame scaffolds must have a tag, signed and dated by the subcontractor's competent person prior to the start of work each day, to evidence that the scaffold has been inspected and found safe for use.

Prior to the loading of any materials or equipment onto a frame scaffold, the subcontractor that erected the scaffold shall furnish to Barr & Barr, in writing, the load capacity of the scaffold. This shall include the allowable weight that can be placed between frames (25, 50, or 75 psf) and the number of levels that may be planked and loaded to maintain frame leg loading below the manufacturer's specifications.

Footing for frame and mobile scaffolds shall be sound, rigid, and capable of supporting at least four times the maximum intended load without settlement or displacement. All scaffolds must be plumb and secure, using a full complement of cross-braces, and rest on base plates or casters. Mud sills must be used where necessary and be secured to the base plates.

Each scaffold with a height of more than four times its width must be secured to prevent tipping in accordance with OSHA 29 CFR 1926.451(c)(1). When tarps or screens are used to wrap a scaffold, thereby increasing wind load on the scaffold, a bracing plan approved by a qualified person is required.

For frame scaffolds, stair sections shall be integrated into the scaffold frames to provide workers with safe access to all scaffold levels. Ladders must not be used to access frame scaffolds that are more than two frames high.

All working scaffold levels must be fully planked using manufactured platforms or scaffold grade planking. Nominal grade lumber is not permitted for use as scaffold planking.

Standard guardrails and toe boards are required on all open sides and ends of scaffolds, with the exception of the front edge of the scaffold if it is less than 14 inches from the face of the work. Screens are required for falling object protection if tools or materials are stacked higher than the toe

board. In instances where a guardrail must be removed to load materials onto the scaffold, all workers exposed to a fall hazard must be protected by a personal fall arrest system.

All Baker Type scaffolds, regardless of height must be equipped with guardrails along all open sides and ends of the scaffold with a minimum height of 42 inches above the working platform.

On all mobile scaffolds, casters and wheels must be locked to prevent movement when the scaffold is in use. Workers are not permitted to pull or push the scaffold along while standing on the scaffold platform. Outriggers must be used on baker-type scaffolds when more than one platform is used to achieve additional height. Outriggers are recommended at all times when using baker-type scaffolds, regardless of height.

Signs, Signals & Barricades

EXIT signs shall be placed at each stairway and access ladder opening. In the event that a stairway must be closed to complete necessary work, Barr & Barr approval is required. In such cases NO EXIT signs shall be placed at each affected egress point.

CAUTION tape may be used to warn workers of hazard(s) that do not pose the threat of immediate physical harm or death. CAUTION tape must be accompanied by a sign indicating the hazard(s) within the controlled area. Workers are permitted to cross CAUTION tape only after assessing the hazard(s) listed on the sign.

DANGER tape is to be used to keep unauthorized workers out of an area that contains serious physical or health hazards and must be accompanied by a sign indicating the hazard(s) within the controlled area. Only workers performing the work for which the tape was erected are allowed to cross DANGER tape.

Silica

All subcontractors working on the ***** project must be in full compliance with the OSHA Respirable Crystalline Silica Standard, 29 CFR 1926.1153. A Silica Exposure Control Plan that meets all the requirements of 1926.1153(g) must be submitted to Barr & Barr prior to the start of any operation that has the potential to result in employee exposure to silica, under any foreseeable conditions, above the action level (25 micrograms per cubic meter of air for an 8-hour time-weighted average). In the event that the use of respiratory protection is listed in the Plan as a means to limit employee exposure to silica, a written Respiratory Protection Program must be submitted to Barr & Barr prior to the use of such respirators.

Respirable crystalline silica must be included in the subcontractors Hazard Communication Program for all workers with potential exposure to silica at any level. This must include provisions for workers to have access to labels and safety data sheets and training on the health hazards associated with silica exposure. In addition, for workers with potential exposure to silica above the action level, a training program must be instituted that includes, at a minimum, the health hazards associated with silica exposure; the specific tasks that could result in silica exposure; the specific measures the subcontractor has implemented to protect workers from silica exposure (such as engineering controls, work practice controls, and respiratory protection); the contents of the OSHA Respirable Crystalline Silica Standard; the identity of the competent person the subcontractor has designated to implement the Exposure Control Plan; and the purpose and description of the medical surveillance program where applicable. Documentation of all training must be submitted to Barr & Barr prior to the start of the work involving silica exposure.

Stairways

All exterior and interior access points with a break in elevation **19-inches or more** must have a stairway, ladder, or ramp (except scaffold access, which has a 24-inch requirement).

Stair rails and a handrail are required on stair systems with 4 or more risers or 30-inches of rise. Stair rails are required on each open side and consist of 2 railings, the top rail at least 36 inches above the stair; a handrail is required on one side and must be 30 – 37 inches above the stair. In a common example, if we use two-by-fours for temporary rails, a top rail height of 36 – 37 inches would satisfy the requirements for both a stair and a handrail. NOTE: rail height measurements are taken from the upper surface of the rail to the surface of the tread, in-line with the riser at the forward edge of the tread. If a handrail is attached to a wall must have a minimum clearance of 3 inches to allow for grasping of the railing.

Signs indicating "DANGER – Stair Closed – KEEP OFF !" should be placed at each stair way until the stairway is open for use.

Fall protection is required for all trades working on stairways until the stair is deemed safe for use by Barr & Barr and the DANGER signs removed. All stair rails, handrails, and platform guardrails must be in place. For pan stairs, every effort should be made to have concrete placed as soon as possible. Where this is not possible, the metal pans may be filled with wood along the entire length of the pan and up to the top of the riser. Rigid insulation and other similar materials are not acceptable as pan filler material.

Steel Erection

Prior to the commencement of steel erection activities, a pre-erection meeting will be held with the steel erector. The agenda will include, at a minimum, site logistics, concrete testing, anchor bolt notifications & modifications, sequencing, crane selection and placement, crane inspections, critical lifts, multiple lift rigging procedures, erection procedures, decking procedures, detailing, fall protection, and emergency procedures. Barr & Barr will notify the steel erector in writing that the concrete in footings and walls has reached 75 % of the design strength prior to allowing the placement of columns. The steel erector must notify *****, the project structural engineer, through Barr & Barr, of any known damaged or repaired anchor bolts prior to the erection of any affected column.

All columns shall be set on finished floor, pre-grouted leveling plates, leveling nuts, or shim packs which are adequate to transfer the construction loads and must be anchored by a minimum of four anchor bolts. Solid web beams must be secured with a minimum of two bolts per connection. The competent person shall determine if more bolts are necessary to ensure stability of any cantilevered members.

Guardrail systems must consist of wire rope 3/8-inch in diameter or greater, with turnbuckles installed at intervals no greater than ninety (90) feet to allow for tightening at any point in the system. Guardrail systems must be installed at heights necessary to achieve compliance with OSHA requirements (42 +/- 3 inches) from finished floor or roof.

Multiple lift rigging procedures (Christmas-treeing), when used, shall comply with the following:

- A maximum of five members are hoisted per lift
- Only beams and similar structural members may be lifted
- A multiple lift rigging assembly must be used
- Members must be rigged from the top down and rigged at least 7 feet apart
- All members shall have rigging attached at their center of gravity and be maintained reasonably level
- Members in the assembly must be set from the bottom up
- Controlled load lowering must be used to set the beams
- Workers must be trained in the hazards associated with multiple lifts and the proper procedures and equipment to perform multiple lifts
- The competent person and the crane operator shall discuss the weights of the members and rigging and crane load radius and ensure the capacity of the crane and rigging is not exceeded

All workers engaged in steel erection activities (including, but not limited to connecting, decking, detailing) must utilize fall protection at heights of six feet or more above a lower level.

Weather conditions, such as wind, snow and ice, thunderstorms and lighting, etc. must be evaluated by the steel erector's competent person on a continuous basis to protect workers and the ***** community from injury.

Temporary Heat

The ***** Fire Department shall be notified prior to using gas- or fuel-fired temporary heating systems inside any of the buildings or temporary enclosures. It is the responsibility of the subcontractor who brings the temporary heat into the building or enclosure to obtain any necessary Fire Department permits. It is the responsibility of the subcontractor who brings the temporary heat into the building or enclosure to comply with all OSHA, Commonwealth of Massachusetts, National Fire Protection Association, and ***** Fire Department rules and regulations pertaining to the systems and all manufacturers' specifications and instructions for the equipment used in the systems. All equipment must be approved by a nationally recognized testing laboratory, such as Underwriters Laboratory, and be used in accordance with the listing.

All gas- or fuel-fired temporary heating devices must be equipped with safety devices that shut off the flow of fuel in the event of flame failure or if the appliance is tipped over. The use of open flame heaters is not allowed on this project. The safety devices must be tested prior to each use, and damaged or defective equipment removed from service immediately. All temporary heating devices must be continuously monitored by a fire watch. Areas where gas- or fuel-fired temporary heating devices are used shall be monitored several times each day to determine atmospheric concentrations of oxygen, carbon monoxide, and combustible gases.

All tarps used for winter protection shall be fire retardant. Tarps shall be securely fastened to prevent upsetting of the temporary heaters during high winds. Heaters shall be placed at least 10 feet from combustible materials, and must be placed on stable, noncombustible surfaces.

Propane tanks must not be stored inside the ***** new or existing buildings. When outside storage is necessary, propane tanks shall be placed in a cage or corral with adequate signage (PROPANE, NO SMOKING). The cage or corral shall be protected against vehicular or equipment damage and be equipped with a minimum of a 20 pound ABC portable fire extinguisher.

Where bulk propane is used, the tanks must have crash protection, adequate signage, a fire extinguisher, and all piping must be protected against impact or crushing.

Welding, Cutting, Burning, & Other Hot Work

Prior to the start of hot work each shift, the subcontractor's competent person shall complete, sign, and submit a Hot Work Permit to Barr & Barr for approval. The competent person may use the Hot Work Permit in Appendix E or any other Permit that contains, at a minimum, the information on the Permit in Appendix E. The competent person must inspect the work area prior to the start of the hot work to ensure the conditions listed on the Permit are met and inspect the work periodically to ensure the work is performed as indicated on the permit. In addition to the Barr & Barr Hot Work Permit, the subcontractor is responsible for contacting the ***** Fire Department to determine if any local permitting is required. Hot work is defined as any operation or procedure that could result in a fire if proper controls are not in place, and includes, but is not limited to, welding, cutting, burning, soldering, grinding, and heating.

A fire watch shall be assigned to guard against fire whenever normal fire prevention procedures are insufficient, for example, when sparks or slag could travel to another floor or location that cannot be observed by the person performing the hot work, or when the hot work is performed in close proximity to flammable or combustible liquids or materials. A fire watch shall be present while the actual hot work is being performed, during lunch and coffee breaks, and a minimum of 30 minutes after its completion. Each fire watch must be equipped with a suitable fire extinguisher and trained in their responsibilities, the use of firefighting equipment, procedures to report emergencies, and site evacuation procedures. Subcontractors must not assign other duties or responsibilities to any employee they designate as a fire watch. Whenever subcontractor and Barr & Barr personnel are in disagreement over the need for a fire watch, a fire watch shall be assigned by the subcontractor. In the event that a subcontractor repeatedly performs hot work without a necessary fire watch, Barr & Barr will hire fire watches at the subcontractor's expense for the duration of the project.

Where possible, all arc welding and cutting operations must be shielded by noncombustible or flameproof materials to provide protection from the direct rays of the arc.

Flammable and combustible liquids and materials must be kept at least 35 feet from all hot work operations. In the event that flammable or combustible material cannot be removed or relocated, fire retardant blankets, tarps, or shields must be used to isolate the material and provide full spark / slag containment.

Electric welding equipment, including welding leads, shall be inspected daily and meet the requirements of the manufacturer's specifications and the latest version of NFPA 70, the *National Electric Code*. The frames of all arc welding and cutting machines must be grounded in accordance with the manufacturer's instructions. All ground connections must be inspected by a competent person daily or more often if the machine is moved to ensure adequate strength and current-carrying capability. Welding leads that are damaged, worn, or frayed must be replaced or repaired using a method acceptable to the manufacturer. Electrical tape is not to be used to repair welding lead insulation. All welding lead lug connections must be guarded with insulated covers to prevent contact with conductive materials. All electrode holders must be insulated for employee protection,

and electrodes must be removed from holders when not in use. Leather welding gloves or equivalent protection shall be used by all welders.

Local exhaust ventilation shall be used where necessary to reduce exposure to harmful fumes and gases generated during welding and cutting operations.

All containers, tanks, pipes, etc. that contained materials other than water or steam must be purged and cleaned prior to welding, burning, cutting, etc.

Synthetic slings, lanyards, self-retracting lanyards, or similar equipment shall not be used where damage from slag, spatter, sparks, or heat could adversely affect the integrity of the synthetic rope or webbing.

Appendix A – Competent Person Designation

Competent Person Memorandum

To:

From:

Date:

Subject: Competent Safety Designation

Via this memo, we designate _____ as our Competent Person in accordance with the provisions of 29 CFR 1926 in the area(s) of

_____.

He/she has the authority to correct all hazards or to remove workers from the hazardous exposure if the hazards cannot be immediately corrected.

_____
Signature of Owner/Manager

Appendix B – Hazard Analysis

Barr&Barr

JOB HAZARD ANALYSIS

Task / Operation:	**Contractor:**
Developed By:	**Date:**
Reviewed By:	**Date:**

Equipment to be Used	Inspections Required	Training Required

Sequence of Steps	Potential Hazards	Safe Work Procedures

Sequence of Steps	Potential Hazards	Safe Work Procedures

Barr&Barr

Appendix C – Disciplinary Action Form

Notice of Safety Rule Violations

Initial Warning You are hereby formally **warned** that you have violated the project safety rule described below. You are further advised that this **warning** will remain in effect for a period of exactly six (6) months from the date of violation. A repeat of this violation or other violations of project safety rules will subject you to a **final warning** and then **discharge.** Upon satisfactory completion of the warning period, this notice of violation will be removed from your record.

Final Warning This is a **final warning** that you have violated the project safety rule described below. You are further advised that this **warning** will remain in effect for a period of exactly six (6) months from the date of violation. A repeat of this violation or other violations of project safety rules will subject you to **immediate discharge** from the project site. Upon satisfactory completion of the warning period, this notice of violation will be removed from your record.

Discharge You are hereby notified that your employment at the project site has been **terminated** for violation of the project safety rule described below.

Employee Name: _____ Position: _____

SSN: _____ Date of Violation: _____ Project: _____

Description of Violation: _____
_____
_____

Witnesses: _____

Issued By : _____ Position: _____ Date: _____

Distribution: Employee: _____ Issuing Supervisor _____
Project Manager: _____ Safety Director: _____
Other (Specify): _____ Other (Specify): _____

All written warnings to Barr & Barr employees will become part of the employee's personnel record. Each written warning will be removed at the end of six months from the date of the warning. **Insubordination, egregious acts or flagrant behavior are grounds for immediate termination**.

Appendix D – Excavation Checklist

DAILY TRENCHING LOG

DATE:	SIGNATURE:
WEATHER:	PROJECT:

Was One Call System contacted. Yes ☐ No ☐

Protective system: Trench shield (box) ☐ Wood shoring ☐
Sloping ☐ Other ☐ _____

Purpose of trenching: Drainage ☐ Water ☐
Sewer ☐ Gas ☐
Other ☐

Were visual soil tests made: Yes ☐ No ☐
If yes, what type?

Were manual soil tests made: Yes ☐ No ☐
If yes, what type?

Type of soil: Stable Rock ☐ Type A ☐ Type B ☐ Type C ☐

Surface encumbrances: Yes ☐ No ☐
If yes, what type?

Water conditions: Wet ☐ Dry ☐ Submerged ☐

Hazardous atmosphere exists: Yes ☐ No ☐

(If yes, follow confined space entry procedures policy, complete Confined Space Entry Permit, monitor for toxic gas(s))

Is trenching or excavation exposed to public vehicular traffic (exhaust emission): Yes ☐ No ☐
(If yes, refer to confined space entry procedures, complete Confined Space Entry Permit, monitor for toxic gas(s))

Measurements of trench: Depth Length Width

Is ladder within 25 feet of all workers: Yes ☐ No ☐

Is excavated material stored 2 feet or more from edge of excavation: Yes ☐ No ☐

Are employees exposed to public vehicular traffic: Yes ☐ No ☐
(If yes, warning vests required)

Are other utilities protected: Yes ☐ No ☐
(Water, sewer, gas, or other structures)

Sewer or natural gas lines exposed: Yes ☐ No ☐

(If yes, refer to confined space entry procedures policy, complete Confined Space Entry permit, monitor for toxlc gas(s))

Periodic inspection: Yes ☐ No ☐ Last (date)_____

Did employees receive training in excavating Yes ☐ No ☐

Appendix E – Hot Work Permit

HOT WORK PERMIT

Date:	**Contractor:**
Start Time:	**End Time:**
Location of the Work (be specific):	
Work Description:	
Person(s) Performing Work:	
Assigned Fire Watch:	
Name & Signature of Supervisor	

Answer Yes, No, or N/A for each of the following items:

_____ **Contractor has obtained necessary local, city, or state permits**

_____ **Fully-charged 20 # ABC fire extinguisher in immediate work area**

_____ **Cutting / welding / heating equipment inspected and found free of damage or defect**

_____ **Flammables & combustibles at least 35 feet from work area**

_____ **Flammables and combustibles that cannot be moved covered with fire resistant material**

_____ **Floor & wall openings in area covered with fire resistant material**

_____ **Ventilation system in use to capture welding / burning fumes**

_____ **Areas below barricaded to protect others against falling sparks / slag**

_____ **Welding screens in place to protect passersby against welding flash**

_____ **A trained, qualified fire watch assigned that can see all hot work activities**

_____ **Fire watch trained in emergency response procedures**

_____ **Communication system is in place for emergencies**

_____ **Fire watch will have no other assigned duties**

_____ **Fire watch equipped with fully-charged 20 # ABC fire extinguisher**

_____ **Fire watch will be assigned at all times, including breaks**

_____ **Fire watch will perform final check 30 minutes after work completion**

Barr & Barr Superintendent Issuing Permit: _____

Appendix F – Lift Plan & Rigging Diagram

ANSI P30.1 (2014) Available Upon Request

Appendix G – Confined Space Entry Permit

CONFINED SPACE ENTRY PERMIT

Permit Prepared By: _____
Approved By: (Supervisor)_____

ENTRY PERMIT

PERMIT VALID FOR **8** HOURS ONLY. ALL COPIES OF PERMIT WILL REMAIN AT JOB SITE UNTIL JOB IS COMPLETED

DATE: __ - - __ SITE LOCATION and DESCRIPTION _____
PURPOSE OF ENTRY _____
SUPERVISOR(S) in charge of crews Type of Crew Phone #_____
_____
_____

COMMUNICATION PROCEDURES _____
_____

RESCUE PROCEDURES (PHONE NUMBERS AT BOTTOM) _____
_____

* **BOLD** DENOTES MINIMUM REQUIREMENTS TO BE COMPLETED AND REVIEWED PRIOR TO ENTRY*

REQUIREMENTS COMPLETED	DATE	TIME
Lock Out/De-Energize/Tag-Out	_____	_____
Line(s) Broken-Capped-Blanked	_____	_____
Purge-Flush and Vent	_____	_____
Ventilation	_____	_____
Secure Area (Post and Flag)	_____	_____
Breathing Apparatus	_____	_____
Resuscitator - Inhalator	_____	_____
Standby Safety Personnel	_____	_____
Full Body Harness w/"D" ring	_____	_____
Emergency Escape Retrieval Equip	_____	_____
Lifelines	_____	_____
Fire Extinguishers	_____	_____
Lighting (Explosive Proof)	_____	_____
Protective Clothing	_____	_____
Respirator(s) (Air Purifying)	_____	_____
Burning and Welding Permit	_____	_____

Note: Items that do not apply enter N/A in the blank.

RECORD CONTINUOUS MONITORING RESULTS EVERY 2 HOURS

CONTINUOUS MONITORING TEST(S) TO BE TAKEN	Permissible Entry Level	_____
PERCENT OF OXYGEN	19.5% to 23.5%	___ ___ ___ ___ ___ ___
LOWER FLAMMABLE LIMIT	Under 10%	___ ___ ___ ___ ___ ___
CARBON MONOXIDE	+35 PPM	___ ___ ___ ___ ___ ___
Aromatic Hydrocarbon	+ 1 PPM * 5PPM	___ ___ ___ ___ ___ ___
Hydrogen Cyanide	(Skin) * 4PPM	___ ___ ___ ___ ___ ___
Hydrogen Sulfide	+10 PPM *15PPM	___ ___ ___ ___ ___ ___
Sulfur Dioxide	+ 2 PPM * 5PPM	___ ___ ___ ___ ___ ___
Ammonia	*35PPM	___ ___ ___ ___ ___ ___

+ 8 hr. Time Weighted Avg.: Employee can work in area 8 hrs (longer with appropriate respiratory protection).
* Short-term exposure limit: Employee can work in the area up to 15 minutes.

REMARKS:_____

GAS TESTER NAME & CHECK # _____ _____
INSTRUMENT(S) USED _____ _____
MODEL &/OR TYPE _____ _____
SERIAL &/OR UNIT # _____ _____

SAFETY STANDBY PERSON IS REQUIRED FOR ALL CONFINED SPACE WORK

SAFETY STANDBY PERSON(S) and CHECK # _____ _____
_____ _____
CONFINED SPACE ENTRANTS and CHECK # _____ _____
_____ _____
CONFINED SPACE ENTRANTS and CHECK # _____ _____
_____ _____

SUPERVISOR AUTHORIZING - ALL CONDITIONS SATISFIED_____
DEPARTMENT/PHONE _____

(#s) AMBULANCE _____ FIRE _____ Safety _____ Gas Coordinator _____

Appendix H – OSHA 29 CFR 1910.134

(Mandatory) Information for Employees Using Respirators When not Required Under Standard. - 1910.134 App D

Regulations (Standards - 29 CFR) - Table of Contents

- **Part Number:** 1910
- **Part Title:** Occupational Safety and Health Standards
- **Subpart:** I
- **Subpart Title:** Personal Protective Equipment
- **Standard Number:** 1910.134 App D
- **Title:** (Mandatory) Information for Employees Using Respirators When not Required Under Standard.

Appendix D to § 1910.134 (Mandatory) Information for Employees Using Respirators When Not Required Under the Standard

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

1. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.

2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.

3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.

4. Keep track of your respirator so that you do not mistakenly use someone else's respirator

[63 FR 1152, Jan. 8, 1998; 63 FR 20098, April 23, 1998]

Appendix I – Silica Exposure Control Program

SILICA EXPOSURE CONTROL PROGRAM

1. Background

Crystalline silica is a naturally occurring mineral that comprises the basic component of sand, quartz, and granite rock. Silica is found in numerous construction products, and workers from several trades are potentially exposed to harmful concentrations of airborne silica. Exposure to silica dust has long been known to produce lung disease, including silicosis, pneumoconiosis, and lung cancer. The purpose of this program is to eliminate silica exposure where possible, and to reduce employee exposure below harmful levels where necessary. This program is also intended to be used as a tool to help meet all of the requirements of OSHA Standard 29 CFR 1926.1153, *Respirable crystalline silica*.

2. Health Effects of Silica

Inhalation of crystalline silica is known to cause silicosis and lung cancer. Inhaled particles are deposited in different regions of the lung based upon the size of the particle and physical condition of the worker's respiratory system. The largest particles are captured and expelled by the nose hairs and mucous. Slightly smaller particles enter the large airways of the lungs, where they are normally captured and moved out by tiny hair cells and mucous lining the respiratory system. Smoking destroys these hair cells and puts workers at far greater risk of lung disease.

The smallest particles are able to reach the alveoli, the deepest portion of the lungs where oxygen is absorbed into the bloodstream for transport to the various organs of the body. The particles that reach the alveoli deposit there, and the body forms scar tissue over the silica crystals. As more and more scarring occurs, the lungs lose their elasticity, and the exchange of oxygen with the bloodstream is diminished, resulting in a condition referred to as silicosis. This causes shortness of breath and can progress to respiratory failure and death. At the same time, the heart responds to the lack of oxygen in the bloodstream by beating faster, and heart attacks are common as a result of the added stress to the heart. There is no cure for silicosis, and people with lung damage due to silica exposure are more likely to develop other diseases including tuberculosis, bronchitis, and lung cancer.

3. Exposure Assessment

Our intent is to use the control measures listed in Table 1 of the Silica Standard in lieu of conducting air monitoring to assess silica exposures. In the event that a task arises that is not listed in Table 1, or compliance with the control measures listed in Table 1 cannot be achieved, air sampling will be conducted to determine worker exposure to airborne silica for each specific task.

4. Silica Exposures

As a general rule Barr & Barr employs carpenters and laborers to perform duties associated with General Conditions on the project, primarily cleaning and safety services. The following tasks have been identified as having potential exposure to silica:

- Using drills on concrete slabs, walls, and ceilings for fall protection anchors and anchoring wood stanchions used to support guardrails.
- Using handheld grinders on concrete surfaces.
- Cleaning holes drilled in concrete.
- Housekeeping.

5. <u>Control of Silica Exposures</u>

The following methods will be used to control silica exposures identified above:

- All drills will be equipped with an integrated dust collection system or be fitted with a shroud and dust collection assembly connected to a vacuum equipped with HEPA filters. Cleaning of the integrated system or vacuum filters will be in accordance with the manufacturer's instructions.
- Hollow drill bits will be used where feasible to eliminate the need to clean out the holes. If hollow bits are not used the hole and surrounding area will be cleaned with a vacuum equipped with HEPA filters.
- Handheld grinders will be fitted with a shroud and dust collection assembly connected to a vacuum equipped with HEPA filters. Cleaning of the vacuum filters will be in accordance with the manufacturer's instructions.
- Compressed air will not be permitted to be used for cleaning purposes except during the preparation for slab-on-deck concrete pours.
- Sweeping compound will be used where necessary to control dust generation during floor sweeping.
- All workers will be encouraged to wash their hands prior to eating, drinking, or using tobacco products.
- Workers will be trained on the dangers of bringing clothing covered with dust into their homes.
- Smoking will not be permitted inside any building, and workers will be provided with information on smoking cessation programs and encouraged to participate.
- Respiratory protection is to be used as a last resort to protect workers against harmful silica exposures. For the tasks we have identified in this program, it is our intent to follow the table in 1926.1153 Table 1 and eliminate the need for respiratory protection.
- In the event that new tasks or durations develop that require the use of respiratory protection, a site-specific Respiratory Protection Program will be developed that includes, at a minimum, a written respirator program; hazard determination; selection of respirators by a competent person; medical evaluation of respirator users; fit testing; facial hair policy; inspection, maintenance, and storage; user training; and program evaluation.
- Workers will be permitted to use single-use dust respirators on a voluntary basis at any time, even when respiratory protection is not required by 1926.1153 Table 1 or air sampling indicates that exposure levels are below the permissible exposure limit. Information in Appendix D of the OSHA Respiratory Protection Standard will be included in their training and copies will be provided.

6. Voluntary Use of Respirators

- Any employee or subcontractor's employee who wants to voluntarily wear a respirator, including but not limited to filtering face piece (dusk mask/disposable paper type dust respirator) respirators, shall first verify with their designated competent person. The competent person will confirm whether the respirator is safe and suitable for voluntary use. The employee will review the company's respiratory protection requirements, including the policies for both required and voluntary use of respirators. Then sign and date OSHA Appendix D, Voluntary Respirator Use Form.

- If an employee or subcontractor wants to voluntarily use a respirator other than a filtering face piece (dusk mask/disposable paper type dust respirator) the employer must provide a medical evaluation, using the questionnaire from Appendix C of OSHA 1910.134, required to ensure that the employee is physically able to safely use the selected respirator. The evaluation must be conducted by a qualified medical professional, and the results of the medical clearance must be submitted to the Barr & Barr safety team for approval prior to voluntary use of the respirator. Medical clearance must also include the make, type, and model that the employee is medically cleared to utilize.

Appendix D:
Voluntary Respirator Use Form

All employees who choose to wear respirators on a voluntary basis (for personal comfort purposes) shall adhere to applicable provisions of this Respiratory Protection Program (RPP), as outlined in the statements below.

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

1. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.

2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.

3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.

4. Keep track of your respirator so that you do not mistakenly use someone else's respirator.

By signing below, I confirm that I have reviewed the company's respiratory protection requirements, including the policies for both required and voluntary use of respirators. I understand the medical evaluation required for respirators other than filtering facepiece dust masks and agree to comply with the provisions of this Respiratory Protection Program.

Name: _____ Signature: _____

Job Title: _____ Date: _____

Appendix C:
OSHA Respirator Medical Evaluation Questionnaire

To the employer: Answers to questions in Section 1, and to question 9 in Section 2 of Part A, do not require a medical examination.

To the employee: Your employer must allow you to answer this questionnaire during normal working hours, or at a time and place that is convenient to you. To maintain your confidentiality, your employer or supervisor must not look at or review your answers, and your employer must tell you how to deliver or send this questionnaire to the health care professional who will review it.

Part A. Section 1. (Mandatory)

Every employee who has been selected to use any type of respirator must provide the following information.

1. Today's date: _____
2. Your name: _____
3. Your age (to nearest year): _____
4. Sex (check one): ☐ Male ☐ Female
5. Your height: _____ ft. _____ in.
6. Your weight: _____ lbs.
7. Your job title: _____
8. A phone number where you can be reached by the health care professional who reviews this questionnaire (include the area code): _____
9. The best time to phone you at this number: _____
10. Has your employer told you how to contact the health care professional who will review this questionnaire? ☐ Yes ☐ No

11. Check the type of respirator you will use (you can check more than one category):

- ☐ N, R, or P disposable respirator (filter-mask, non-cartridge type only)
- ☐ Other type (for example, half- or full-facepiece type, powered-air purifying, supplied-air, self-contained breathing apparatus)

12. Have you worn a respirator (check one): ☐ Yes ☐ No

- If "yes," what type(s): _____

Part A. Section 2. (Mandatory)

Questions 1 through 9 below must be answered by every employee who has been selected to use any type of respirator.

1. Do you currently smoke tobacco, or have you smoked tobacco in the last month? ☐ Yes ☐ No

2. Have you ever had any of the following conditions?
    - a. Seizures (fits) ☐ Yes ☐ No
    - b. Diabetes (sugar disease) ☐ Yes ☐ No
    - c. Allergic reactions that interfere with your breathing ☐ Yes ☐ No
    - d. Claustrophobia (fear of closed-in places) ☐ Yes ☐ No
    - e. Trouble smelling odors ☐ Yes ☐ No

3. Have you ever had any of the following pulmonary or lung problems?
    - a. Asbestosis ☐ Yes ☐ No
    - b. Asthma ☐ Yes ☐ No
    - c. Chronic bronchitis ☐ Yes ☐ No
    - d. Emphysema ☐ Yes ☐ No
    - e. Pneumonia ☐ Yes ☐ No
    - f. Tuberculosis ☐ Yes ☐ No

- g. Silicosis ☐ Yes ☐ No
- h. Pneumothorax (collapsed lung) ☐ Yes ☐ No
- i. Lung cancer ☐ Yes ☐ No
- j. Broken ribs ☐ Yes ☐ No
- k. Any chest injuries or surgeries ☐ Yes ☐ No
- l. Any other lung problem that you've been told about ☐ Yes ☐ No

4. Do you currently have any of the following symptoms of pulmonary or lung illness?
    - a. Shortness of breath ☐ Yes ☐ No
    - b. Shortness of breath when walking fast on level ground or walking up a slight hill or incline ☐ Yes ☐ No
    - c. Shortness of breath when walking with other people at an ordinary pace on level ground ☐ Yes ☐ No
    - d. Have to stop for breath when walking at your own pace on level ground ☐ Yes ☐ No
    - e. Shortness of breath when washing or dressing yourself ☐ Yes ☐ No
    - f. Shortness of breath that interferes with your job ☐ Yes ☐ No
    - g. Coughing that produces phlegm (thick sputum) ☐ Yes ☐ No
    - h. Coughing that wakes you early in the morning ☐ Yes ☐ No
    - i. Coughing that occurs mostly when you are lying down ☐ Yes ☐ No
    - j. Coughing up blood in the last month ☐ Yes ☐ No
    - k. Wheezing ☐ Yes ☐ No
    - l. Wheezing that interferes with your job ☐ Yes ☐ No
    - m. Chest pain when you breathe deeply ☐ Yes ☐ No
    - n. Any other symptoms that you think may be related to lung problems ☐ Yes ☐ No

5. Have you ever had any of the following cardiovascular or heart problems?
    - a. Heart attack ☐ Yes ☐ No
    - b. Stroke ☐ Yes ☐ No
    - c. Angina ☐ Yes ☐ No
    - d. Heart failure ☐ Yes ☐ No
    - e. Swelling in your legs or feet (not caused by walking) ☐ Yes ☐ No
    - f. Heart arrhythmia (heart beating irregularly) ☐ Yes ☐ No
    - g. High blood pressure ☐ Yes ☐ No
    - h. Any other heart problem that you've been told about ☐ Yes ☐ No

6. Have you ever had any of the following cardiovascular or heart symptoms?
    - a. Frequent pain or tightness in your chest ☐ Yes ☐ No
    - b. Pain or tightness in your chest during physical activity ☐ Yes ☐ No
    - c. Pain or tightness in your chest that interferes with your job ☐ Yes ☐ No
    - d. In the past two years, have you noticed your heart skipping or missing a beat ☐ Yes ☐ No
    - e. Heartburn or indigestion that is not related to eating ☐ Yes ☐ No
    - f. Any other symptoms that you think may be related to heart or circulation problems ☐ Yes ☐ No

7. Do you currently take medication for any of the following problems?
    - a. Breathing or lung problems ☐ Yes ☐ No
    - b. Heart trouble ☐ Yes ☐ No
    - c. Blood pressure ☐ Yes ☐ No
    - d. Seizures ☐ Yes ☐ No

8. If you've used a respirator, have you ever had any of the following problems?
    - a. Eye irritation ☐ Yes ☐ No
    - b. Skin allergies or rashes ☐ Yes ☐ No
    - c. Anxiety ☐ Yes ☐ No
    - d. General weakness or fatigue ☐ Yes ☐ No
    - e. Any other problem that interferes with your use of a respirator ☐ Yes ☐ No

9. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire? ☐ Yes ☐ No

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7. Worker Training

All workers will be provided with information and training on the hazards associated with exposure to crystalline silica and the measures they can take to prevent harmful exposures. The training will include the following topics:

- What is Silica Dust ?
- Operations that Generate Respirable Silica Dust
- Health Effects of Exposure to Silica
- Signs & Symptoms of Exposure
- Effects of Smoking
- Specific Exposures
- Specific Control Measures
- OSHA Silica Standard
- 1926.1153 Table 1 (Specified Silica Control Measures)
- 1926.134 Appendix D (Voluntary Use of Respirators)

8. Competent Person

Safety Director Reginald Shubert is designated as Barr & Barr's competent person for this program. Reginald will make frequent inspections of all Barr & Barr northeast region projects to ensure full compliance with this program. Reginald has extensive experience in the identification, evaluation, and control of silica exposures in the construction industry, and has full authority to take any corrective action he deems necessary, up to and including stopping the work. Reginald is also responsible for conducting the worker training required in this plan.

9. Program Evaluation

Safety Director Reginald Shubert is responsible for evaluating the effectiveness of this program at least annually and making any necessary changes based on his evaluation. In addition, in the event that Barr & Barr employees are required to perform tasks with potential exposure to silica that are not included in this plan, Reginald will update the plan to include the new tasks and the procedures to be used to eliminate or control silica exposure.

Last Evaluation / Update: October 21, 2024, by Reginald K. Shubert, CHST, STSC

Appendix J – Employee Orientation