



CONTRACT DOCUMENTS FOR

24ITB230702A-BKJ

Valve Assessment

**For
Public Works**

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CONTRACT AGREEMENT

Consultant: Pure Technologies U.S. Inc. DBA Wachs Water Services
Contract No.: 24ITB230702A-BKJ, Valve Assessment
Address: 8920 State Route 108 Suite D
City, State Columbia, MD 21045
Telephone: 4439925203
Email: brad.gresham@xylem.com
Contact: W. Bradford Gresham
South Region Business Development Manager

This Agreement made and entered into effective the _____ 2024, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and Pure Technologies U.S. Inc. DBA Wachs Water Services, hereinafter referred to as “**Consultant**”, authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Public Works department hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Consultant to perform Fulton County is seeking the services of a contractor to perform a water valve evaluation, improvement and information program, herein after referred to as the Valve Assessment Program., hereinafter, referred to as the “**Project**”.

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on June 5, 2024 and BOC Item #: 24-0396.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform Fulton County is seeking the services of a contractor to perform a water valve evaluation, improvement and information program, herein after referred to as the Valve Assessment Program. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose

during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 09/25, 2024, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2024. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2025	12-31-2025
2	12 months	01-01-2026	12-31-2026

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$600,000.00, (six hundred thousand dollars), which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and

- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the

County.

- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against third-party liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of

them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.\

Each party's cumulative liability hereunder, whether in contract, tort (including negligence), or otherwise, will in no event exceed the aggregate 2x the not to exceed consideration to be paid by the Fulton County to Consultant under this Agreement, provided, however, that this clause shall not limit Consultant's indemnification obligations hereunder.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably

approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement

or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Public Works
Director
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303
Telephone: 404-612-2804
Email: david.clark@fultoncountyga.gov
Attention: David Clark

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Pure Technologies U.S. Inc. DBA Wachs Water Services
8920 State Route 108 Suite D Columbia, MD 21045
Telephone: 4439925203
Email: brad.gresham@xylem.com
Attention: W. Bradford Gresham

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply,

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the

County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address

- c. Vendor Code
- d. Vendor Contact Information
- e. Remittance Address

2) Invoice Details

- a. Invoice Date
- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. **TAXES**

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar

taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

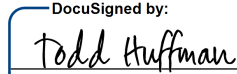
OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONSULTANT:

**Pure Technologies U.S. Inc.
DBA Wachs Water Services**

DocuSigned by:


80331A1A9ACC482...
Todd Huffman Vice President

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David Clark, Director
Public Works

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

ADDENDA



#24ITB230702A-BKJ - Valve Assessment
February 26, 2024

Page 2

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:


- Questions & Answers:
- Clarification – Please see the attached forms

ADDENDUM NO. 2

The undersigned Bidder/Proposer acknowledges receipt of all Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the ITB

This is to acknowledge receipt of Addendum No.2, 27 day of February, 2024.

Pure Technologies U.S. Inc., dba Wachs Water Services
Legal Name of Bidder/Proposer



Signature of Authorized Representative

Director of Sales

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful

Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall perform a water valve evaluation, improvement, and information program, herein after referred to as the Valve Assessment Program. The County expects the contractor to develop, plan and execute a program that will include the following activities for each valve and fire hydrant assigned for assessment: locate, identify, assess, clean out, inspect, exercise, perform minor repairs, record sub foot GPS location, document findings, create a deliverable database, create work orders and analyze the results.

The County currently has approximately 25,000 valves of various sizes and 13,000 fire hydrants. We have completed the assessment of approximately 17,000 valves and 8,000 fire hydrants. The County wishes to complete the remaining 8,000 valve and 5,000 fire hydrant assessments over a three-year period, with an average of thirty three percent (33%) of the valves and hydrants each year.

I. Servicing

A Asset Location - The County will provide the contractor the County's most current water distribution maps for a task area in GIS format. The contractor shall provide a schedule each morning to the County project manager indicating the specific valves intended for location and assessment for the day. The contractor will locate all water distribution valves using the following guidelines:

1. The contractor will search for all valves visually and electronically using the County GIS water maps as reference material.
2. The contractor will search for water valves shown, but not identified by visual inspection, using a magnetic locator, probing rods and other industry standard tools.
3. If the valve cannot be located after searching for thirty minutes, the valve will be labeled "cannot locate" and paid for as a valve service. A service request shall be generated defining the area searched using mapping grade GIS and transmitted to Fulton County for further location effort.
4. Valves found within 50 feet (nominally) of valves in existing GIS but not found located as represented in existing GIS shall be evaluated as if the valves are erroneously located in existing GIS.
5. A valve that is deemed critical by the County and cannot be located by the process detailed above will be identified for the County to locate.

- B. Valve Identification- the contractor will use the County's Geographical Information System asset identification system format to reference valves and attributes.
- C. Valve Access - The contractor shall be authorized to remove the valve box and cover to access the valve. If after attempting to remove the valve cover it is clear that the cover is "stuck", the cover will be broken, the valve accessed, and the cover replaced. Replacement covers are to be provided by Fulton County. When valves are found but inaccessible, generate a work order for the County to assign to a contractor. Inaccessible valves will be paid for as 15 minutes of the "2 Man Crew+ Vehicle per hour" item.
- D. Valve Box and Vault Clean Out - The contractor will remove (vacuum out) debris or pump out water from the box/vault to allow access to the valve-operating nut. In every case, the operating nut must be exposed and clearly visible (not under water or debris) when the valve is exercised. In order to provide this service, the contractor must provide a vacuum and water pump to every work crew. Cleanout of valve boxes, if required, shall be paid for as bid in the pricing separately from servicing the valve.
- E. Inspection - The contractor will perform a visual inspection of the valve and valve box/vault. This inspection will be conducted from street/ground level and is intended to discover readily visible discrepancies. The specific inspection information to be documented is listed in section "K" below.
- F. Valve Exercising - The contractor will exercise each valve a minimum of two full cycles. (Exercise is defined as a full cycle, from open to shut to open again). All valves will be exercised with the minimum torque required to minimize the possibility of damaging the valve. Specific valve exercising guidelines are noted below.
 - 1. All 4-inch and smaller valves will be exercised manually (one person on a hand key).
 - 2. 6-inch and larger valves will be exercised with an electric or hydraulic valve exerciser with adjustable torque control limits that include indicators that signal when preset limits are reached and trigger auto reverse or auto shut down to prevent valve damage as well as digital torque and turn displays and an electronic torque sensor that records the torque chart. Torque charts shall be a required deliverable for all 16-inch and larger valves exercised.
 - 3. Valves 16 inches and larger will be exercised with County personnel present or otherwise approved by the County. The contractor will coordinate with county staff and will provide schedule for valve exercise

one week in advance.

4. The contractor will immediately notify the County Project Manager of any valves found closed or broken, or if any unsafe conditions are observed.

5. The contractor will provide detailed, written valve-exercising processes that will be used by its operating crews that will include torque limits for every valve type and size anticipated in the scope of this program.

6. If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by the County with input from the contractor until the valve turns or the operation is suspended.

7. Valves larger than 12 inches will be partially exercised 1/3 of the full estimated turn count (or further at the discretion of the County) to test actuator functionality.

8. Bypass valves, when present, will be fully exercised.

9. Valves 24 inches and larger shall be scheduled for exercise according to season and time of day and may be required to be scheduled during late night or early morning hours. Compensation to be provided based on bid schedule.

G. Asset Marking – The contractor will mark the following assets as the inspection and exercising process is completed to provide field evidence of work completed.

1. Valve lid covers will be marked with blue marking paint.

2. Reuse valves will be marked with purple marking paint.

H. Minor Repairs – The contractor will complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. The contractor shall perform minor repairs as may be necessary to restore valves to full operability, such as replacing operating nuts, stem risers, etc., as part of the price bid for servicing the valve.

I. Major Repairs - The following repairs are not considered minor repairs and shall be performed where required and approved by the County. These items are further described in section “M” below. These items shall be paid for as bid in the pricing separately from servicing the valve:

1. Raising or realigning valve boxes in asphalt up to 52 inches in depth.
2. Raising or realigning valve boxes in asphalt greater than 24 and up to 52 inches in depth.
3. Raising or realigning valve boxes in dirt up to 52 inches in depth.
4. Raising or realigning valve boxes in dirt greater than 24 and up to 52 inches in depth.

J. Valve Inventory Mapping

1. The contractor shall be required to perform a valve inventory that consists of:
 - a. Locate, map and inventory water valves assigned to this program.
 - b. Establish data in a database/overlay compatible with the County's GIS System.
 - c. Incorporate into GIS – All data developed as a part of this project shall be formatted (metadata) as described by the County's GIS Manager. Mapping data shall be compatible with Fulton County's GIS system. Schema for valve and hydrants assets can be found in Appendix A.
 - d. Final data delivery shall be formatted as a personal geodatabase and should be uploaded to the County's provided FTP site.
2. The contractor shall be required to collect and submit the following data with mapping files:
 - a. Valve Facility ID
 - b. Valve Size
 - c. Valve Type
 - d. Valve Use
 - e. Valve structure
 - f. Depth to nut
 - g. Direction to close
 - h. Number of turns
 - i. Torque
 - j. Clean Needed
 - k. Comments

All valves serviced during this program shall be accurately field located. Location shall include identification of horizontal location, X, and Y coordinates using

equipment and technology equivalent to Trimble Catalyst DA2 Receiver and Catalyst 30 (sub-foot) accuracy All spatial data shall be submitted in a format and coordinate system that is compatible with the County's GIS system. County as-built drawings or aerial photos may be available to the contractor for assistance in feature identification. Items to be located, photographed, mapped, and data to be collected, are as follows (as a basis of payment, each is classified as 1 structure unless otherwise noted).

K. Documentation - Valve documentation data will be collected for each valve, and the documentation format with allowed values will be agreed upon with the County in advance of work startup. Data documentation shall be submitted electronically in a format compatible with the County GIS system and include, at a minimum:

1. Physical data

- a. Valve Facility ID number
- b. Valve size
- c. Type of valve
- d. Use of valve
- e. Valve structure
- f. Depth of valve
- g. Direction to close
- h. Number of turns
- i. Torque chart for fully exercised large valves
- j. Valve condition (good, fair, poor, inoperable, unknown)
- k. If clean out was necessary
- l. Valve discrepancies (by category and details developed as part of the Project Management Plan)
- m. Box/vault discrepancies (by category and details)
- n. Date of Operation
- o. Additional physical information as necessary

2. Location data

- a. Survey GPS coordinate conforming to data parameters described in section "J".
- b. Maps marked up with any valve locations that are missing from the County's GIS maps or valves that do not exist in the ground but are shown on the GIS maps.
- c. New asset IDs for valves found in the field not currently on the County's GIS maps (formatted NV# for valves or NH# for hydrants).

3. Discrepancies - Details on discrepancies so that work order (as described below) can be concisely created.

4. Photographs – 3 total photographs shall be taken of the area of the valve location with the attempt to capture visible reference structures/infrastructure that will aid in locating the valve on subsequent operations. One picture shall be taken “down the hole” into each valve box. One picture shall be taken parallel with the road centerline, and one shall be taken perpendicular with the road centerline facing away from the road centerline. The camera shall be minimum 3.2 megapixels. For locatable but inaccessible valves, the location shall be painted on the ground surface as a “V” inside a circle and the same 3 photographs provided. Where valves are in the same general vicinity, a separate set of 3 photos shall be provided for each valve.

5. Photolog - The photolog shall catalog and document digital photographs of all valves serviced or located. The photolog shall be linked to the database and the GIS system. Photographs and log entries shall be formatted as follows:

- a. Photo file shall be named as the valve identification number followed by an underscore and sequential number for the photos related to a specific feature dot jpg.
- b. Valve Facility ID shall be included in the photolog for each photo.
- c. Photo description shall be included in the photolog for each photo.
- d. Photo file name shall be included in the photolog for each photo.

6. The contractor shall anticipate successful completion of a pilot area and delivery of acceptable data to the County before the project is released for prosecution.

7. Operational data – Operational data will include turns, torque, close direction, torque chart for every 16 inches and larger valve, specific operational discrepancies, additional operational comments as necessary.

L. Other Repairs – Adjusting and Realigning Valve Boxes

1. The contractor shall adjust, realign, replace, or otherwise correct valve box deficiencies. The contractor shall expose the water valve box by removing soil or pavement covering the valve box cover, remove all debris from inside the valve box to the depth of the valve packing gland, ensure operating nut is accessible and visually inspect the condition of valve box.

2. In situations where the valve box or cover is damaged or does not seat properly, the valve box cover or assembly shall be replaced as appropriate. The valve box assembly shall be removed and replaced with a like valve box material including any necessary pipe, electronic markers, backfill compaction, appropriate pavement or ground surface repair and restoration. The County will provide 6-inch ductile iron pipe, valve boxes (if

required) and electronic markers only. Valve boxes, pipe, and markers shall be furnished by the County at 11575 Maxwell Road, Alpharetta, GA for pickup by the contractor. Replaced valve boxes shall be returned to the County at 11575 Maxwell Road for salvage. The contractor is responsible for all materials, and equipment not specifically identified to be provided by the County.

3. If the existing box is not of sufficient length to adjust, it shall be excavated and replaced with a longer valve box or a combination of valve box and 6-inch ductile pipe that can be made flush to the end of the valve box. The County will provide valve boxes, 6-inch diameter ductile Iron pipe with a maximum length of 52 inches on valve boxes with valve box covers. Valve boxes, pipe and covers shall be obtained by the contractor at 11575 Maxwell Road. If the depth is such that the valve box alone cannot be made flush, a section of 6-inch ductile iron pipe, provided by Fulton County, shall be placed bell end centered over the operating nut. Valve boxes or pipe shall be set on a #57 stone base and under no circumstances will a load be permitted on any portion of the valve body or connecting pipe. The pipe shall be cut to length such that there is a minimum of 48 inches of valve box between the pavement surface and the top of the pipe unless conditions dictate otherwise, and approval has been given by the County.

4. Where valve boxes requiring adjustment, re-alignment or replacement are in pavement, the pavement area to be removed shall be cut with a pavement saw and shall be a minimum of a 30-inch x 30-inch square, centered around the valve box with a minimum saw cut depth of 2 inches. Using a jack hammer, pick and shovel, or other necessary means, excavate all material between the saw cut and the valve box down to a minimum depth of 10 inches below the pavement surface. The existing valve box shall be extended to bring it flush with the surrounding surface. This will be paid at the rate bid for "adjusting valve box" regardless of the level of effort or the need for excavation.

5. As part of valve box adjustment, re-alignment or replacement, the operating nut shall be cleaned with a wire brush and painted with a reflective yellow paint with a minimum of 6 pounds of glass beads per gallon of paint.

6. After valve box replacement and/or adjustment is complete, ensure that all debris has been removed from the excavation and that the wall faces are vertical and not sloped. Crusher Run gravel shall be used to backfill to a level 10 inches below grade. Backfill shall be placed in layers not exceeding a loose depth of 4 inches for hand operated tampers and 8 inches for heavy equipment compaction. Beneath sidewalk areas, the top 6 inches of subgrade and any subsequent lifts shall be compacted to 90% Proctor. Beneath all other paved surfaces, the top 12 inches of sub-grade and any

subsequent lifts shall be compacted to 98% Proctor. Control moisture during compaction to within +/- 3% of optimum content.

7. On all adjusted or re-aligned valve boxes, the contractor shall provide a 30- inch x 30-inch square, and minimum 10-inch deep, concrete poured collar around the valve box. After backfilling and compacting to the proper level, #4 reinforcing bar shall be placed vertically, 4 inches below the finished elevation of the valve box and horizontally 8 inches from valve box on all four sides, wire tied together prior to pouring the concrete collar. In paved areas, the vertical wall faces of the existing pavement shall be coated with a solution of Portland Cement and water mixed to the consistency of heavy paint. Before the sub-base dries, the excavation shall be filled with Class A (4000 psi), Type III Portland Cement high early strength concrete. The concrete used shall that have been dyed to match the surrounding pavement, concrete or other surfaces such as sidewalks or driveways which must be returned to their original appearance. Mechanical vibrating equipment shall be used to consolidate the concrete with special attention to the edges. The concrete shall be tamped a second time, screeded, and checked with a straight edge to ensure that it is installed at the same surface grade as the existing pavement. Concrete in roadway pavement and concrete pavement shall be poured and struck off at a slightly higher elevation than the intended surface and tamped to offset shrinkage. In areas partially or fully outside of pavement, the collar shall extend 6 inches below (the soil) grade, with the sides 1 inch above grade and sloping 3 inches upward to the valve box.

8. An electronic near surface marker shall be placed vertically in the concrete at a depth 5 inches below the surrounding surface at a point 6 inches north of the valve box. The County will furnish electronic markers.

9. Where the valve box is misaligned over the operating nut by more than 2 inches or directed by County horizontally the valve box shall be replaced and aligned vertically plumb over the valve operating nut. Construction requirements and payment for realigning a valve box shall be the same as for adjusting a valve box.

Please reference Section III. Miscellaneous for construction protocol.

All items in "L" above shall be included in the unit price for Adjusting Valve Boxes (Item numbers 6, 7, 8 and 9 in the base bid amount table in Section 2). Payment for Adjusting Valve Boxes shall be made based upon the unit prices bid for the pricing depending upon the depth to the existing valve nut prior to adjustment and whether the valve box is located in pavement.

M. Fire Hydrants

Fire Hydrant Assessment - The contractor will locate, identify, assess, lubricate, inspect, exercise, perform minor repairs, record survey grade GPS data, and document, create a deliverable database, identify Fulton County work orders, and analyze the results of the fire hydrant isolation valves. The work includes removing, greasing and replacing all fire hydrant caps. The work also includes slowly opening and bleeding the air out of the fire hydrant, pressurizing the barrel at full system pressure, and noting discrepancies. The hydrant isolation valve shall be exercised and serviced as defined previously for valves. The pressure test will be conducted with the fire hydrant charged at full system pressure and any leakage will be documented. The static pressure, date and time shall be recorded.

N. 2 Man Crew + Vehicle per hour

The County anticipates that some valves will not be operable (fully or partially) in a reasonable time during the initial data collection process. As a result, the contractor will provide a fully equipped two (2) man crew and vehicle to, at the County's discretion and direction, to endeavor to bring said valves to a fully operable state. This process may be to induce operating torque in alternating directions, increasing torque in incremental steps, etc. over a period to be determined by the County. Additionally, this crew can be used, at the County's discretion and direction, for, but not limited to construction shuts, emergency shuts, maintenance of traffic (MOT), assisting County staff, identifying cannot locates (CNL), assisting pipeline team while they provide condition, assessment services, opening and closing valves, providing MOT, and providing services not otherwise delineated in the Contract.

The crew leader involved in this item of work shall have the following minimum qualifications:

- a. Minimum of 3 years of water distribution practical field experience
- b. Current Georgia (or state with reciprocity) Water Distribution System Operator's license
- c. OSHA Construction 10 Hour Training (within the previous 2 years)
- d. Has exercised and assessed at minimum 2,500 valves of which 300 must be 16 inches and larger (within the previous 3 years)
- e. Proficient in the operation of a TM-7 or approved equal hydraulic valve turning machine with microprocessor

- f. Ability to produce an electronic torque chart for the assessment and operation for valves 16 inches and larger
Knowledge and understanding water atlas, GIS, plan & profile and to demonstrate the ability to perform an emergency shut

All items in "N" above shall be included in the unit price for 2 Man Crew + Vehicle per hour.

II. Project Management

The contractor will be responsible for the following project management efforts:

- A. Develop project management work plan.
- B. Define roles and responsibilities of contractor's project team members and interface with the County and other contractors.
- C. Meet with the County to define mutual expectations and communication needs 5 days after receiving Notice to Proceed.
- D. Develop a draft data dictionary for the County established valve attributes to be collected and submit the draft data dictionary to the County for approval before beginning data collection in the field. The data dictionary shall conform to the scope as stated herein. The County shall have 5 business days to review and comment upon the draft data dictionary. Once the contractor incorporates the County's comments into the data dictionary the contractor may begin data collection in the field.
- E. Develop draft Valve and Fire Hydrant Assessment Work Plan to submit to the County for review and comment 15 days after Notice to Proceed.
 - 1. Develop the draft work plan detailing the specific approach and steps for completing this component of the project. The plan is required to demonstrate the contractor's clear understanding of the County's requirements for this project and to provide clear and concise quality assurance procedures that quantify the number of existing valves, location, work performed, and data collected throughout the project.
 - 2 Issue the draft work plan for review and incorporate comments from the County (one draft).
 - 3 Issue final plan for inclusion in the project work plan.
- F. Gain project work plan approval.

- 1 The contractor project manager and task leaders shall meet to develop project work plan.

2. Prepare a draft project work plan that will provide the basis for accomplishing and completing the project. The work plan shall address the following subjects and include the following sections or items: Project Description, Approach, Assumptions, Preliminary Table of Contents, Preliminary List of Deliverables, Roles and Responsibilities, Quality Control Plan, Schedule of Performance (Gantt Chart), and Project Budget. The work plan shall be submitted within 15 days of the Notice to Proceed. The County will review the plan and provide any comments within 15 days of receipt of the plan. The contractor shall provide any response to the comments within 15 days of receipt and incorporate appropriate comments into the final work plan, which shall be submitted within 15 days after their response to comments.

3. Issue final work plan to the County.

G. Quality Assurance/Quality Control (QA/QC)

1. The contractor shall develop a QA/QC plan for both office and field related QA/QC practices of the contractor, and all subconsultants and subcontractors for inclusion into the work plan. The contractor shall provide a written QA/QC plan for the County's files prior to conducting any work. No work shall commence until the County has approved the plan. The contractor will be expected to adhere to the QA/QC plan. The plan must include a system of checks and balances that makes sure that all information related to data collection, reports, documents, and GIS is reviewed prior to submittal to the County.

2. The contractor shall maintain documentation of all QA/QC activities throughout the life of the project. The documents shall be available to the County for review.

3. The contractor shall provide a written statement confirming QA/QC for each submittal.

4. The contractor shall include a detailed GIS QA/QC plan. At a minimum, bids shall describe methods for developing survey grade horizontal accuracy and accurate attribute data.

5. The contractor shall provide project deliverables in Adobe Acrobat pdf, Microsoft Word, Microsoft Excel, GIS or other formats as directed by the County.

H. Project Communications

1. Develop project communications plan for incorporation into the work plan.

2. Meet with the County and other contractors on a monthly basis for project coordination and update, prepare for meetings, and prepare and distribute meeting minutes.

3. Develop monthly project status updates for distribution to the County via PowerPoint. Presentations shall include:

- a. Number of valves and hydrants assessed
- b. Condition of valves and hydrants assessed
- c. Maps showing the location of valve and hydrants assessed
- d. Maps showing the location of inoperable and closed valves
- e. Project KPIs
- f. GIS discrepancies
- g. Budget status

4. Implement the project communications plan developed as part of the project work plan (including phone calls, e-mails, meetings, memos, letters, transmittals, and other project communications as necessary to perform the project).

5. Hold ad hoc meetings, as required.

6. Prepare and submit a monthly project status report to update the project schedule, list milestones achieved, support and document schedule changes, update project costs and justify changes to the schedule or proposed project costs.

7. Prepare and submit a yearly project report compiling the previous monthly reports.

I. Project Closeout and Project Completion

1. Archive and deliver electronic files of deliverables and appropriate backup to the County.

2. Archive and deliver all functional information management systems and all other deliverables developed as part this project.

3. Prepare project completion report and deliver to County. The contractor shall deliver a project close-out report that explains the performance of the project, project variances, and lessons learned with recommendations to the County for improving future similar projects.

4. The contractor shall keep an overall project work book through the life of the project and sub-sections of the work book (showing the work efforts per performance period) shall be given to the County at the end of each Contract year and at the end of the Contract performance period. The final work book shall be given to the County when the contract term ends.

No separate payment will be made for project management tasks.

II. Miscellaneous

A. Safety

The contractor will abide by all applicable safety regulations in the fulfillment of this scope of services. The contractor shall provide all traffic control services necessary to ensure a safe working environment for the fulfillment of this contract. As a requirement to perform this scope of work safely, all work vehicles will be equipped with amber warning lights, strobe lights, directional arrow board lights, communications equipment and signage which will clearly identify the contractor.

The contractor shall provide as an attachment to their bid, a copy of their company's safety handbook, the company's Injury and Illness Prevention Plan and safety program to demonstrate safe field procedures and practices. Documentation must include a written description of their traffic control training program and standard traffic control procedures for field crews. The contractor is responsible for ensuring the appropriate minimum number of staff is onsite at all times.

B. Work Hours

For the purpose of this contract, normal working days will be Monday through Friday, excluding Fulton County holidays. Hours of operation will be in accordance with either County or appropriate city regulations. It shall be the contractor's responsibility to determine and comply with all local regulations. Work shall continue during normal work hours except by direction of County until completion. Failure to adhere to this paragraph can be grounds for termination of the contract.

C. Construction Procedures

Prior to performing work, contractor shall examine and inspect the applicable substrates, areas and conditions under which the work will be performed. If unsafe or otherwise unsatisfactory conditions are encountered, the contractor shall take all necessary corrective actions before proceeding.

If during progress of the work the contractor believes that additional information is required of the County to carry out the intent of the project, the contractor shall prepare and submit to the County a written request for information. The County will make reasonable effort to respond promptly so as not to impact the contractors schedule of work. Any requests shall be submitted when a need is identified, not when the response is required.

Before starting any excavation, contractor shall be responsible for verifying the existence and location of all underground utilities, underground construction and location and invert elevation of points of connection to piped utilities. The contractor shall carefully preserve benchmarks, reference points and stakes and in case of willful or careless destruction, the contractor shall be charged with the resulting expense for replacement. The contractor shall be responsible for any mistakes that may be caused in the work by their unnecessary loss or disturbance.

The contractor shall photographically document each area that will be impacted prior to any construction. Include various angles to capture all aspects to include, but not limited to, utility locate marks, road and pavement condition and surrounding areas.

D. Cleanup

Remove and dispose of all debris in accordance with all state and local regulations. The site must be free all debris prior to receipt of final payment.

E. Protection Of the Work

The contractor shall take precautions to prevent accidents due to physical hazards. The contractor shall take care to prevent pollution of air, water, and soil and specifically prevent the entry of rainwater runoff into the sewer system, control windblown dust, prevent erosion to work site. The contractor shall take care to execute work and stockpile spoils and materials so as to prevent flooding of excavations, below grade construction and adjacent properties due to rainwater runoff. The contractor shall maintain working conditions in order to keep the site and adjacent public ways free of hazardous and unsanitary conditions and public nuisances. The contractor shall keep public streets free of debris due to this work and provide adequate traffic control by means of signs signals and flaggers as necessary.

F. Cooperation With Other Contractors

During the progress of work under this contract it may be necessary for other contractors and persons employed by the County to work in or about the site. The County reserves the right to put such other contractors to work and to afford such access to the sight at such times as the County deems proper. The contractor shall not impede or interfere with the work of other such contractors and shall sequence and conduct their work such that other contractors may complete their work at the earliest possible date.

G. Notification Of Service Interruption

During progress of work under this contract, it may be necessary to temporarily interrupt water, or other utility service to a limited number of customers in the vicinity of the work. It shall be the contractors responsibility to coordinate the service outage with the utility owner and to provide proper advance notification of at least 48 hours to the affected customers.

H. Inspection

All work, workmanship and materials shall be subject to inspection by Fulton County at all reasonable times and place prior to acceptance. Any such inspection is for the sole benefit of Fulton County and shall not relieve the contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements. No inspection by Fulton County shall be construed as constituting or implying acceptance. Inspection shall not relieve the contractor of responsibility for damage to or loss of property, material, etc., prior to final acceptance of services completed.

The contractor shall without charge, replace any material or correct any workmanship found by Fulton County not to conform to the contract requirements. The contractor shall promptly segregate and remove rejected material from the premises at the contractor's expense. If the contractor does not promptly replace rejected material or correct objected workmanship, Fulton County may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the contractor.

In the event that the final inspection reveals deficiencies in meeting the contract requirements, the contractor shall complete all remaining items of work expeditiously, and make adjustments found to be necessary. Upon receipt of written notice from the contractor that the work is complete and ready for re-inspection, the County Project Manager will arrange a final inspection.

I. Traffic Control

1. The contractor shall identify sites where traffic control is required and receive Fulton County concurrence prior to preparation of a Traffic Control Plan (TCP). The County shall approve TCP prior to implementation.
2. All costs for providing traffic control in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and Georgia Department of Transportation (GDOT) specifications shall be included in the unit price bid for the item to which it pertains. No additional payment will be made for complying with MUTCD or GDOT requirement.
3. Payment for TRAFFIC CONTROL as indicated in the bid will be made only for additional traffic control devise beyond the requirements of the MUTCD and /or GDOT as ordered by the County Project Manager.

4. The unit price bid for STANDARD DOT BARRIER shall include all the cost for providing installing and removing a standard DOT barrier, as directed by the County Project Manager.
 - a. No excavation in or near roadways will be left open overnight. Therefore, all concrete barriers will be required to be removed from the roadway and moved to a location where vehicular and pedestrian traffic are not obstructed. The cost of moving the barriers as such shall be included in the unit price bid.
 - b. Measurement for payment shall be made based on the actual linear footage of barrier installed, per day, approved by the County Project Manager and servicing the purpose for which it was intended. Payment will not be made for excess barrier stored by the Contactor in any location.
5. The unit price bid for MUTCD STANDARD SAFETY BARREL shall include all costs for providing, installing, and removing a standard MUTCD safety barrel, as directed by the County Project Manager, in addition to those required by the MUTCD and GDOT, shall be paid for separately.
6. The unit piece bid for POLICE CRUISER shall include all cost for providing a police cruiser for additional traffic control.
 - a. Payment will be made for hours spent on site, which may be a portion of a standard workday.
 - b. Payment will be made only for hours documented by the contractor and approved by the County Project Manager.
7. The unit price bid for CERTIFIED FLAGMAN shall include all costs for providing a flagman for additional traffic control, as directed by the County Project Manager, in addition to the requirements of MUTCD and GDOT.
 - a. The flagman shall be certified and dedicated to maintaining and directing traffic flow.
 - i. An individual who works part time as a flagman and part time as a laborer or acts in dual capacity will not be approved for payment under this item.
 - ii. Proof of certification may be required by the County Project Manager prior to acceptance for payment.
 - b. Payment will be made for hours spent on site performing dedicated flagman duties, which may be a portion of a standard workday.

c. Payment will be made only for hours documented by the contractor and approved by the County Project Manager.

8. The unit price bid for LIGHT PLANT shall include all costs for providing a light plant, including generator and lighting system, for night work, as directed by the County Project Manager.

9. The unit price bid for ELECTRONIC MESSAGE BOARD shall include all costs for providing an electronic message board, as directed and approved by the County Project Manager.

J. Equipment

The contractor agrees to furnish to the County all necessary materials, equipment, labor (unless otherwise noted in the ITB) to complete the Water Valve and Hydrant Assessment program in accordance with the provisions, instructions and specifications for the Fulton County using equipment and software as specified below:

1. Valve Exercising - List the make, model, year, and operating system version for hydraulic valve turning equipment. Identify software system used for creating torque charts – including version.
2. Industrial Vacuum - List the make, model, and year of your industrial strength vacuum with a minimum capacity of 300 CFM.
3. Mapping Software - Identify the software system proposed by the contractor to create supporting map documents. Please include software versions.

K. Final Acceptance and Warranty

The County PM will make a determination that the work of the contractor is complete and acceptable in accordance with the provisions of the contract documents. The date of acceptance from the PM will start the one year warranty on any construction work performed.

L. Company Personnel

All personnel of the company that will work on the Fulton County facilities must be uniformed with their company logo clearly visible on their uniform. The vehicle should have the company's name printed at the back or either side of the vehicle(s). At least one contact person on each crew must be able to communicate verbally with Fulton County to resolve any issues on site. At least one member of each crew that works on Fulton County sites must have a valid Georgia Driver's License. At least one member of the company must have the proper utility contractor's license as per Georgia law.

M. Professionalism

The contractor will ensure that all activities are conducted in a professional manner. At a minimum the contractor will ensure all personnel are properly identified, all field equipment is maintained clean and neat, all trucks are clearly identified with the contractor's name and contact phone number. All written procedures for field operations and information management processes will be maintained within the individual operations manual for each specific job.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

The Department intends to complete thirty three percent (33%) of the work per contract year.

I. Reports

- A. Validated compliant database
- B. Annotated maps which depict the program area presented monthly
- C. A list of recommended valve repairs presented monthly
- D. Work orders for these repairs presented monthly
- E. A list of recommended valve replacements presented monthly.
- F. Contractor suggestions and recommendations for program improvement.

II. Deliverable Database

A. The contractor will provide applicable valve data in a spatially accurate format compliant with the Fulton County's existing data structure. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The database shall contain the information agreed with Fulton County and at a minimum the following attribute data:

- 1. A Unique Identification Number
- 2. Source Document Reference
- 3. Date of Operation
- 4. Valve Size
- 5. Valve Type
- 6. Use of valve
- 7. Valve Structure
- 8. Boolean indicting whether vacuumed/pumped
- 9. Operating Nut Depth
- 10. Boolean indicating whether exercised
- 11. Close Direction
- 12. Number of Turns
- 13. Final Torque
- 14. Torque chart for large valves
- 15. Valve Condition (operable, inoperable)

- 16. Valve discrepancies (categories and details)
- 17. Structure discrepancies (categories and details)
- 18. Other value-added attribute items as agreed

III. Other deliverables are listed below:

Task Name	Business Days from NTP
Prepare Draft Documents for Kickoff Meeting	5
Draft Data Dictionary	10
Draft Valve and Fire Hydrant Assessment Project Work Plan	15
Draft Project Communications Plan	15
Final Data Dictionary	25
Final Valve and Fire Hydrant Assessment Project Work Plan	60
Final Project Communications Plan	60
Final Project Management Plan	60
Monthly Status Reports	Monthly
Yearly Status Report	Yearly
Project Workbook (Diary)	Yearly and Project Closeout

IV. Adhere to the following specifications and policies:

A. AWWA standards.

1. M17 Installation, Field Testing, and Maintenance of Fire Hydrants, Fourth Edition
2. M44 Distribution Valves: Selection, Installation, Field Testing, and Maintenance, Second Edition
3. M49 Butterfly Valves: Torque, Head Loss, and Cavitation Analysis, Second Edition

B. Georgia Department of Transportation Uniform Manual on Traffic Control Devices (latest edition).

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$600,000.00. The detailed costs are provided below:

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Servicing Valves smaller than 4 inches	EA	50	\$48.00	\$2,400.00
2	Servicing Valves sized 4 inches to 10 inches	EA	2500	\$50.00	\$125,000.00
3	Servicing Valves sized greater than 10 inches up to 16 inches	EA	500	\$60.00	\$30,000.00
4	Servicing Valves sized greater than 16 inches	EA	250	\$142.00	\$35,500.00
5	Cleaning Out Valve Boxes (if required)	EA	2500	\$20.00	\$50,000.00
6	Replacing Valve Operating Nuts	EA	10	\$500.00	\$5,000.00
7	Replacing Valve Hold Down Nuts	EA	10	\$320.00	\$3,200.00
8	Installing Valve Riser Extensions	EA	10	\$280.00	\$2,800.00
9	Adjusting or Realignment Valve Boxes in Dirt / Soil w/ operating nut 24" or less below grade	EA	80	\$325.00	\$26,000.00
10	Adjusting or Realignment Valve Boxes in Asphalt w/ operating nut 24" or less below grade	EA	50	\$2,300.00	\$115,000.00
11	Adjusting or Realignment Valve Boxes in Concrete w/ operating nut 24" or less below grade	EA	50	\$2,800.00	\$140,000.00
12	Adjusting or Realignment Valve Boxes in Asphalt w/ operating nut greater than 24" up to 52" below grade	EA	50	\$2,400.00	\$120,000.00
13	Adjusting or Realignment Valve Boxes in Concrete w/ operating nut greater than 24" up to 52" below Grade	EA	50	\$3,000.00	\$150,000.00
14	Adjusting or Realignment Valve Boxes in Dirt / Soil w/ operating nut greater than 24" up to 52" below grade	EA	80	\$520.00	\$41,600.00

15	Servicing Fire Hydrant	EA	1250	\$57.00	\$71,250.00
16	Traffic Control - Std. DOT Barrier	LF	100	\$60.00	\$6,000.00
17	Traffic Control - MUTCD Std. Safety Barrel	EA	20	\$93.00	\$1,860.00
18	Traffic Control - Certified Flagman	HR	40	\$117.00	\$4,680.00
19	Traffic Control - Light Plant	HR	40	\$24.00	\$960.00
20	Traffic Control - Electronic Message Board	HR	40	\$52.00	\$2,080.00
21	2 Man Crew+ Vehicle per hour	HR	250	\$250.00	\$62,500.00
TOTAL					\$995,830.00

EXHIBIT F

PURCHASING FORMS

#24ITB230702A-BKJ
Valve AssessmentSection 5
Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** Pure Technologies U.S. Inc., dba Wachs Water Services on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

110163

EEV/Basic Pilot Program* User Identification Number

*David Wall*BY: Authorized Officer of Agent
(Insert Contractor Name)

David Wall

Title of Authorized Officer or Agent of Contractor

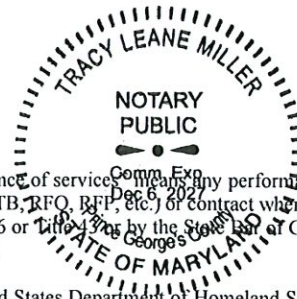
Director of Operations, Service Solutions

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 23 day of February, 2024.Notary Public: Tracy Leane MillerCounty: HowardCommission Expires: December 06, 2029

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or title 37 of the Code of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



Not Applicable

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

#24ITB230702A-BKJ
Valve Assessment

Section 5
Purchasing Forms & Instructions

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: Wayne Pratt

General Contractor's License Number: GCQA005130

Expiration Date of License: 06/30/2024

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: February 20, 2023

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Wayne Richard Pratt

Address:

COLUMBIA MD 21045

Primary Source License Information

Lic #: GCQA005130	Profession: Residential/General Contractor	Type: General Contractor Qualifying Agent
Secondary:	Method: Application/Prior Approval	Status: Active
Issued: 5/20/2016	Expires: 6/30/2024	Last Renewal Date: 4/6/2022

Associated Licenses

Relationship: Supervisor

Licensee: Pure Technologies U S Inc

License Type: General Contractor Company

License #: GCCO005133

License Status: Active

Established: 5/20/2016

Association Date: 5/3/2016

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: October 19, 2022 9:13:23

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Wayne Pratt

Performing work as: Prime Contractor X Sub-Contractor

Professional License Type: General Contractor

Professional License Number: GCQA005130

Expiration Date of License: 6/30/2024

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: February 27, 2024

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Wayne Richard Pratt

Address:

COLUMBIA MD 21045

Primary Source License Information

Lic #:	GCQA005130	Profession:	Residential/General Contractor	Type:	General Contractor Qualifying Agent
Secondary:		Method:	Application/Prior Approval	Status:	Active
Issued:	5/20/2016	Expires:	6/30/2024	Last Renewal Date:	4/6/2022

Associated Licenses

Relationship: Supervisor

Licensee: Pure Technologies U S Inc

**License
Type:** General Contractor Company

License #: GCCO005133

**License
Status:** Active

Established: 5/20/2016

**Association
Date:** 5/3/2016

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: October 19, 2022 9:13:23

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Ryan McKeon - Vice President
David Wall - Vice President/Director of Sales
Todd Huffman - Vice President/Director of Sales

All are located at: 8920 State Route 108, Suite D, Columbia, MD 21045

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

In this past year Xylem acquired the already established Evoqua brand. The combination of our legacy business and our new enterprise is delivering a robust pipeline of new commercial opportunities. Xylem has seen organic revenue growth of over 10% for 2023 YTD. We are strongly positioned to solve the world's greatest water challenges through our differentiated portfolio, we also provide a durable business model to provide confidence in resilient demand. Xylem's core objectives provide sustainability for our company as well as the communities around the globe.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

From 2018 - 2023 Pure Technologies U.S. Inc, dba Wachs Water Services had an active contract with Fulton County for their Valve & Hydrant Condition Assessment Repairs program. The contract value was \$750K/annually.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES ☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES ☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES ☒ NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES ☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES ☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES ☒ NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer),

been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

#24ITB230702A-BKJ
Valve AssessmentSection 5
Purchasing Forms & Instructions

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 23 day of February, 2024

Pure Technologies U.S. Inc., dba Wachs Water Services February 23, 2024
(Legal Name of Proponent) (Date)

Quirke February 23, 2024
(Signature of Authorized Representative) (Date)

Director of Operations, Service Solutions
(Title)

Sworn to and subscribed before me,

This 23 day of February, 2024

Tracy Leane Miller
(Notary Public) (Seal)

Commission Expires December 06, 2027
(Date)



EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____ David Wall _____),

Name

Director of Sales

Pure Technologies U.S. Inc., dba Wachs Water Services

Title Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: David Wall **TITLE:** Director of Sales

SIGNATURE: 

ADDRESS: 8920 State Route 108 Suite D, Columbia, MD21045

#24ITB230702A-BKJ
Valve Assessment

Section 6
Contract Compliance Requirements

PHONE NUMBER: 433-766-7873 **EMAIL:** asproposals@xylem.com and
brad.gresham@xylem.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Pure Technologies U.S. Inc., dba Wachs Water Services

ITB/RFP Name & Number: #24ITB230702A-BKJ Valve Assessment

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☐, is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ☐ **Small Business (SBE)**; ☐ **Service Disable Veteran (SDVBE)** ☐ **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
- ☐ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

Or \$
%

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information: Not Applicable

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	

#24ITB230702A-BKJ
Valve AssessmentSection 6
Contract Compliance Requirements

Date Certified		Date Certified	
---------------------------	--	---------------------------	--


3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) N/A

Total Percentage of Certified Subcontractors: (%) N/A

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  **Title:** Director of Sales

Business or Corporate Name: Pure Technologies U.S. Inc., dba Wachs Water Services

Address: 8920 State Route 108 Suite D, Columbia, MD 21045

Telephone: (443) 766-7873

Fax Number: (443) 766-7877

Email Address: asproposals@xylem.com and brad.gresham@xylem.com

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 4**INSURANCE AND RISK MANAGEMENT PROVISIONS****Insurance and Risk Management Provisions
Valve Assessment**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits that the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- X, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance \$500,000	BY ACCIDENT	EACH	ACCIDENT
Employer's Liability Insurance \$500,000	BY DISEASE	POLICY LIMIT	
Employer's Liability Insurance \$500,000	BY DISEASE	EACH EMPLOYEE	

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each	Occurrence
\$1,000,000		
(Other than Products/Completed Operations)General Aggregate		
\$2,000,000		
Products\Completed Operation	Aggregate	Limit
\$2,000,000		
Personal and Advertising Injury	Limits	
\$1,000,000		
Damage to Rented Premises	Limits	
\$100,000		

3. UMBRELLA LIABILITY	Each Occurrence	\$1,000,000
(In excess of above noted coverages)		

4. PROFESSIONAL E&O LIABILITY	Per	Claim/Aggregate
\$1,000,000/\$1,000,000		
*Extended Reporting Period minimum 3 Years		

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.

#24ITB230702A-BKJ
Valve Assessment

Section 4
Insurance and Risk Management

CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN
CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

Pure Technologies U.S. Inc., dba
COMPANY: Wachs Water Services

SIGNATURE:  _____

NAME: David Wall TITLE: Director of Sales

DATE: March 4, 2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN108453421-Pure-GAWU.-23-24	INSURER(S) AFFORDING COVERAGE	
INSURED Pure Technologies U.S. Inc. PureHM U.S. Inc. Pure Holding Inc. 8920 State Route 108, Suite D. Columbia, MD 21045	INSURER A : AIU Insurance Co.	NAIC # 19399
	INSURER B : National Union Fire Ins. Co.	19445
	INSURER C : Allianz Global Risks US Insurance Company	35300
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: NYC-011896311-01

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL 9941282	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 SIR: \$500,000 \$
B A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY			7620278 (AOS) 7620279 (MA)	10/31/2023 10/31/2023	10/31/2024 10/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USL00109923	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	049154515 (AOS) 049154514 (WI) 049154513 (CA)	10/31/2023 10/31/2023 10/31/2023	10/31/2024 10/31/2024 10/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fulton County Government is included as additional insured (except Workers Compensation) as required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract and as permissible by law.

CERTIFICATE HOLDER Fulton County Government Purchasing and Contract Compliance Department 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303-3459	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
---	--

AGENCY CUSTOMER ID: CN108453421

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC. ♦		NAMED INSURED Pure Technologies U.S. Inc. ♦ PureHM U.S. Inc. ♦ Pure Holding Inc. ♦ 8920 State Route 108, Suite D. ♦ Columbia, MD 21045
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

♦ ♦
♦
Pure Technologies U.S. Inc. / PureHM U.S. Inc. is a wholly owned subsidiary of Xylem Inc.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/31/2023 forms a part of

policy No. 7620278 issued to Xylem Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status. But only to the extent of such person's or organization's liability arising out of use of a covered "auto".

SECTION 11- LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



**Authorized Representative or
Countersignature (in States Where
Applicable)**

POLICY NUMBER:
GL 9941282

COMMERCIAL GENERAL LIABILITY
CG20100413

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All owners, lessees or contractors with whom you agreed, or are required, by contractor agreement, to provide Additional Insured status	As required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

- 2 Available under the applicable Limits of Insurance shown in the Dedarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:
GL 9941282

COMMERCIAL GENERAL LIABILITY
CG 20 37 0413

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or Agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL 9941282

COMMERCIAL GENERAL LIABILITY
CG 20 01 0413

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurantee available to the additional insured.



Elizabeth Caracino
Vice President

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036-2774
+1 212 345 2008
Elizabeth.D.Caracino@marsh.com
www.marsh.com

February 22, 2024

Subject: Confirmation to Provide a Compliant Certificate of Insurance
Company: Pure Technologies U.S. Inc. / PureHM U.S. Inc. / Pure Holding Inc.

To whom it may concern:

Pure Technologies U.S. Inc., PureHM U.S. Inc., and Pure Holding Inc. are wholly owned subsidiaries of Xylem Inc.

Should any or all of these entities agree to provide a certificate of insurance to you per agreed upon requirements of a completed contract, Marsh will provide the compliant certificate.

Sincerely,

Elizabeth Caracino

Elizabeth Caracino

E-Mail: Elizabeth.D.Caracino@marsh.com

Phone: (212) 345-2008

Appendix A - Health & Safety Manual





Health & Safety

Manual, Policies & Procedures

Pure Technologies Ltd.
(V 2.0 – January 2021)

Revision Log

Version #	Version Date	Revision Details	Prepared/Revised By	Approved By
1	1997	Original Document	A. Bryenton	S. McDonnell
1.1	1997-2018	Various updates.	Various	
2.0	August 2020	Complete restructure and revision of manual, policies and programs.	D. Symon	M. Chandrasekaran
2.0	Jan. 2022	Updated date and Sr. leader endorsement.	D. Symon	R. McDougall

Pure Technologies Ltd.

300 – 705 11 Ave. SW, Calgary, AB T2R 0E3
7 – 5055 Satellite Dr., Mississauga, ON L4W 5K7
Puretechltd.com

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1. Management Commitment & Company Safety Policy

1.1 Health & Safety Policy

Pure Technologies Management is committed to providing a safe and healthy work environment that addresses physical, psychological, and social well-being. Pure Technologies is committed to work in a spirit of consultation and cooperation with workers, supervisors, management, and clients. Our documented Health and Safety Management System shall form the basis for all operations undertaken by Pure Technologies.

Employees at all levels must comply with applicable legislation and Pure Technologies health and safety standards.

Employees at all levels are trained and held accountable for following policies, procedures, rules, and instructions identified by their position as prescribed by Pure Technologies.

Supervisors will be trained and held accountable for ensuring that the workers under their supervision, follow this policy and the documented Health and Safety program in its entirety. They are accountable for ensuring that workers are informed, use safe work practices, and receive training to protect their health and safety.

Supervisors also have a general responsibility for ensuring the safety of equipment and facility.

The safety manager is responsible for the management and administration of the safety program, which includes some involvement in the hiring, orientation, training, and termination of staff.

Pure Technologies acknowledges that all employees have the right to work in a safe and healthy environment.

Pure Technologies is responsible for the health and safety of its workers and will make every effort to provide a healthy and safe work environment.

Employees at all levels are responsible and held accountable for Pure Technologies health and safety. Active participation by everyone, every day and in every job, is necessary for health and safety excellence and is the expectation at Pure Technologies for every work site.

All supervisors, managers and contractors will implement and enforce health and safety rules, regulations, policies, procedures, and prescribed instructions in a fair and consistent manner.

It is the duty of each worker to report to the supervisor or manager, as soon as possible, any hazardous conditions, injury, accident, or illness related to the workplace.

Pure Technologies recognizes the workers duty to identify hazards and supports and encourages workers to play an active role in identifying hazards and to offer suggestions or ideas to improve the health and safety program. Pure Technologies will, where possible, eliminate hazards and, thus, the need for personal protective equipment. If that is not possible, and where there is a requirement, workers will be required to use safety equipment, clothing, devices, and materials for personal protection.

Pure Technologies will ensure this policy is communicated to all workers and/or subcontractors under our control.

This policy as well as our safety management program will be reviewed annually by management and updated as required. All changes will be documented.

The material in this document does not take precedence over applicable government legislation which all employees and subcontractors must follow.

Approved by:

A handwritten signature in blue ink, appearing to read "Reid McDougall".

Reid McDougall
VP Assessment Services
Xylem Inc.

June 3, 2021

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1.2 Disciplinary Enforcement Policy Statement

Management is committed to the safety of its workers by providing an injury and incident free workplace. Disciplinary action may be taken when any violation of the company's health and safety rules, policies, and/or procedures occurs. Safety violations will be handled in an objective but firm manner.

Managers are responsible for enforcement of health and safety rules, policies, and procedures. Department Supervisors are responsible for carrying out the disciplinary actions when a violation of the rules, policies, and/or procedures occurs.

1.3 Disciplinary Enforcement Procedure

1.3.1 *Misconduct*

Employee breaks rules for keeping the work place efficient and safe.

Verbal Warning

- Communicate expectations.
- Gives employee the opportunity to tell his/her story about the misconduct.
- Collection of all the relevant facts surrounding the misconduct.
- Everything is documented.

Written Warning

- Documented details and expectation– placed in personnel file.

Suspension

- Documented details and expectation – placed in personnel file.

Termination

- Documented

1.3.2 *Incompetence*

Employee lacks the skills or ability to do the job.

Clarification

- Clear, reasonable job expectations are communicated.
- Unacceptable work promptly communicated to the employee.
- Documented details and expectations – placed in personnel file

Retraining and Supervision

- Reasonable supervision, training and instruction are provided.
- Reasonable warning is given including failure to meet expectations could result in dismissal.
- Allow reasonable time and opportunity to meet the job expectations. (Depends on situation what reasonable time will be)
- Training documented and placed in personnel file

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- Documented details and expectations

Termination

- Documented.

1.3.3 Mitigating and Aggravating Factors

Factors that will be considered in applying the progressive discipline process in cases of either incompetence or misconduct. Examples include:

- Was the misconduct intentional?
- Is the employee accepting responsibility for his/her actions?
- Seriousness and/or frequency of the problem?
- Employee's work history?
- Effect on the organization?

1.3.4 Situations requiring Disciplinary Action

Violation of any of the following rules will not be tolerated on the job and are grounds for discipline up to and including immediate suspension or dismissal:

- Use or possession of alcohol or illegal drugs on company premises or company job-site, is prohibited.
- Acts of violence and/or harassment against a co-worker including but not limited to using physical force to cause injury, threatening statements or other actions to cause a worker to feel they are at risk of injury.
- Failure to follow critical life safety procedures (such as completion of a safe work permit or failure to use fall protection)
- Theft, vandalism or any other abuse or misuse of company property.
- Being in possession of weapons on the jobsite.
- Not reporting all incidents that result in or could create danger or injury to a supervisor immediately.
- Not providing first aid treatment promptly for any injury.
- Fighting, horseplay, practical jokes or otherwise interfering with other workers is prohibited.
- Not wearing safety boots or other required PPE at all times on all job-sites.
- Not carrying out work in accordance with appropriate safe work practices and the supervisor's direction.
- Not using tools that are in good repair, with all guards and safety devices in place.
- Not keeping the work area neat, clean and orderly.

1.3.5 Discriminatory Action

Workers, occupational health committee members and worker health and safety representatives who practice their safety rights are legally protected. The act of disciplining or punishing a worker for exercising their health and safety rights is called discriminatory action.

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Discriminatory action is an action or threat of action applied to a person seeking to exercise or enforce an OHS right or duty. It could be anything from a firing, verbal warning, written warning, suspension, demotion, loss of wages or termination of employment.

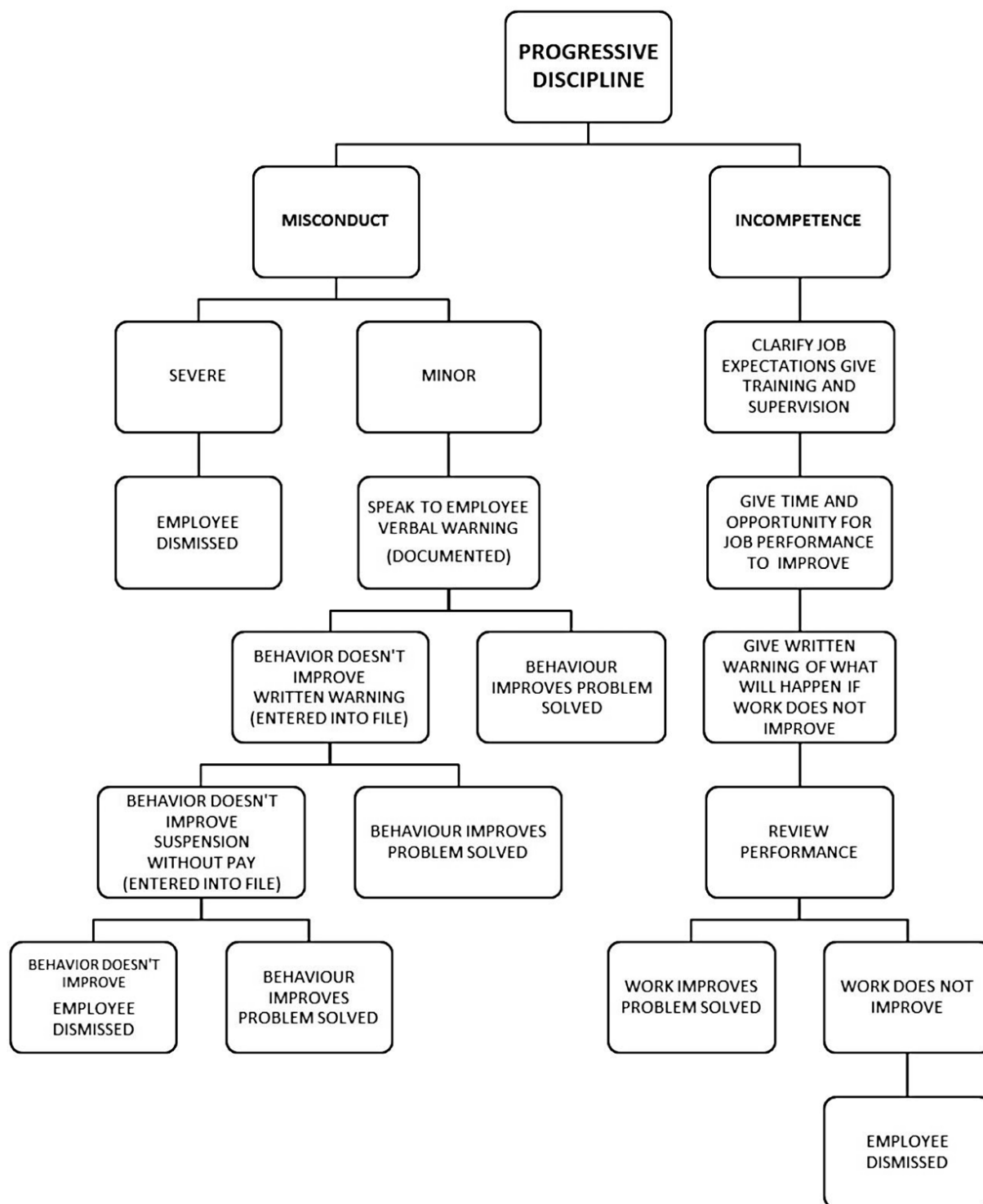
The Act prohibits an employer from taking discriminatory action when a worker:

- complies with the OHS legislation or a notice of contravention
- tries to have the legislation enforced
- tries to establish an OHC (Occupational Health & Safety Committee) or designate a representative
- helps, gives information to or serves on the workplace's OHC
- refuses to do work when a worker has reasonable grounds to believe that it is unusually dangerous to themselves or others
- seeks to exercise or enforce a right or carry out a duty in accordance with OHS legislation

1.3.6 Communication

Employees must be informed of the company's Progressive Discipline program. Employees are informed of the program during their initial orientation on the first day of work. New employees are required to read and acknowledge the company's policy. Other methods used to educate employees on the program include but are not limited to, posting of the policy in the Lunch Room or in a conspicuous location at the work site, safety meetings, safety talks and training sessions.

1.3.7 Disciplinary Flow-Chart



1.4 Worker Rights and Responsibilities

1.4.1 OHS Rights

RIGHT TO KNOW
RIGHT TO PARTICIPATE
RIGHT TO REFUSE DANGEROUS WORK

Right to Refuse

All workers have the right to refuse unsafe work. Workers have the right to refuse or stop any task or operation where concerns or questions regarding the control of health and safety hazards exists. A worker may refuse to perform any activity, or work in any area, without reprimand, if the worker believes, in good faith, that performing the activity or working in the area constitutes a danger to the employee.

- Workers are provided training on work refusal procedures. These procedures can be found in the Incident Reporting and Investigation section 8 of this manual.
- No employee may be reprimanded for refusing work they feel is unsafe.
- Work refusals must be immediately reported to a supervisor.
- All related work must stop, and may not resume, until the concern has been addressed.
- All work refusal occurrences will be inspected and documented.
- Corrective measures will be implemented where unsafe work exists.

NOTE: See Incident Reporting & Investigation for procedures on reporting Work Refusals.

Right to Know

Every worker has a right to know what potential dangers/hazards are present on the job and how these hazards can affect them. Workers must have access to basic health and safety information in the workplace. The hazards will be presented to the worker(s) during health and safety training, tailgate meetings, general discussions and also in dispatched jobs.

- Pure Technologies must inform workers about potential hazards
- all worksite parties must ensure information on health and safety hazards is available onsite

Right to Participate

All workers have the right to participate in health and safety activities. Participation through involvement of Health & safety committees or as a worker health and safety representative, participate in the hazard assessment process, discussions and safety

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meetings, reporting hazards, incidents and accidents, etc. Workers also have the obligation to alert management of unsafe practices and conditions.

Employee participation is an essential aspect of the HSMS. Pure Technologies shall provide employees and employee representatives, with time and resources to participate effectively in the development of the health and safety policy and in the process of HSMS planning, implementation, training, evaluation, corrective action and encourage employee participation by providing mechanisms that:

- Supports employee participation, such as identifying and removing barriers to participation.
- Establishes workplace health and safety committees or employee representatives where required by OHS legislation and, where applicable, collective agreements or other requirements.
- Ensures that employees and employee representatives are trained in and consulted on, all aspects of HSMS associated with their work.

1.4.2 Worker Responsibilities

- Follow all the required legislation that pertains to their jobs.
- Follow the safety rules, policies, plans and procedures of Pure Technologies and our clients.
- Participate in the hazard identification and control process as requested by management.
- Participate in inspections
- Ensure training has been completed before completing a task
- Report unsafe or harmful conditions or acts
- Report Incidents
- Complete required training designated by Pure Technologies
- A worker who refuses to carry out a work process or operate a tool, appliance, or equipment must immediately report the circumstances of the unsafe condition to his or her supervisor or to a member of Pure Technologies management.
- In the event of an emergency, action that is required to correct a condition which constitutes an immediate threat to workers - only those qualified and properly instructed workers necessary to correct the unsafe condition may be exposed to the hazard and every possible effort must be made to control the hazard.

1.4.3 Employer Rights

- Expect all workers to follow all safety rules, policies, plans and procedures of Pure Technologies and our clients.
- Expect all workers to follow required legislation.
- Expect all workers and management to participate in safety program expectations.
- Expect all workers to participate in the hazard identification and reporting process.

1.4.4 Employer Responsibilities

- Ensure the health, safety and welfare of workers, subcontractors and the public.

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- Work with the joint worksite health and safety committee or health and safety representative.
- Provide personal protective equipment in accordance with provisions within this safety management system.
- Conduct regular inspection of premises, equipment, work methods and work practices, at appropriate intervals. Unsafe or harmful conditions found in the course of an inspection must be remedied without delay.
- Ensure incidents are investigated to determine the action necessary to prevent their reoccurrence.
- Ensure that unsafe or harmful conditions found in the course of any audit or inspection or being reported must be investigated and remedied without delay.
- Pure Technologies management shall meet periodically at a location determined by senior management to discuss health and safety activities and incident trends, and for the determination of necessary courses of action, resources needed or changes to our safety system.
- Pure Technologies will provide personal protective equipment in accordance with provisions within this safety management system.

1.5 Level Responsibilities

All levels must be aware of their individual roles and responsibilities under both legislated and company standards.

Specific health and safety responsibilities are defined and documented within the Responsibilities section of each safety procedure. The responsibilities are also clearly communicated to workers through various means such as job descriptions, meetings, site specific HSE plans, training, etc.

Management expectations and the consequences of not adopting health and safety responsibilities are clearly communicated to all workers.

Health and safety responsibilities are reviewed and revised through inspections, assessments and management reviews.

If a person has 2 or more roles (below) in respect to the same work site, the person shall meet the obligations of each role.

If the same role falls on more than one person at a worksite, the role should be performed by the prime contractor of the site. The other persons who are normally in that role are relieved of their duties only during the time when:

- simultaneous compliance of that role by more than one person would result in unnecessary duplication of effort and expense
- the health and safety of any person at the work site is not put at risk by compliance with that role by only one person

The following are required health and safety responsibilities for the indicated position.

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Senior Manager's Responsibilities

- Ensuring the health, safety and welfare of workers.
- Ensuring workers are aware of their rights and duties under the law and are aware of any health and safety issues.
- Providing competent supervisors, training workers, and preventing violence and harassment.
- Ensuring public safety at or in the vicinity of work sites.
- Working with the joint work site health and safety committee or health and safety representative.

Management Responsibilities

Managers must implement and enforce health and safety rules, regulations, policies and procedures.

- Managers act on behalf of Pure Technologies, and therefore have the responsibility to meet the legislated duties of Pure Technologies.
- Ensure the health, safety and welfare of workers.
- Protect other persons besides workers at or in the vicinity of the work site who may be affected by hazards originating from the work site.
- Ensure workers are aware of their rights and duties under the law and are aware of any health and safety issues.
- Provide competent supervisors, train workers, and prevent violence and harassment.
- Ensure public safety at or in the vicinity of work sites.
- Work with the joint work site health and safety committee or health and safety representative to:
 - Provide work site health and safety committee members and representatives with training about the duties and functions of their role in accordance with OHS legislation
 - Time for training to take the greater of 16 hours or 2 normal work shifts if greater than 8 hours in a normal shift
 - Attend work site health and training programs, seminars or courses of instruction
 - Consult and cooperate with HSR to develop policies, procedures and codes of practice for their work sites
 - Provide HSR with reasonable opportunity to inform workers on OHS matters,
 - Allow HSR to examine records, policies, procedures, codes of practice, reports or manufacturer specifications required under OHS legislation
 - Give information or documents addressed to the HS representative as soon as possible after it is received
- Take every reasonable precaution to ensure the workplace is safe including:
 - Establish and administer rules and programs designed to promote safety
 - Establish and assign responsibility within Pure Technologies
 - Enforce all safety rules and regulations
 - Provide necessary safety equipment, materials, guarding, etc.
 - Conduct jobsite safety audits

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- Prepare and review all notices and postings required by OHS
- Handle in-house employee complaints
- Administer performance standard compliance and other specific programs. Unless otherwise noted, Divisional Managers administer all performance standard programs. This includes review, audit, and regular updating of all programs.
- Train employees about any potential hazards and in how to safely use, handle, store and dispose of hazardous substances and how to handle emergencies
- Supply personal protective equipment and ensure workers know how to use the equipment safely and properly
- Immediately report all critical injuries to the government department responsible for OHS
- Appoint a competent supervisor who sets the standards for performance, and who ensures safe working conditions are always observed

Supervisors Responsibilities

- Supervisors must be competent
- Protect the health and safety of workers
- Advise workers of all health and safety hazards
- Report all health and safety concerns to management
- Prevent violence and harassment
- Have legal responsibilities for preventing violence and harassment.
- Must post the contact information of the HS representative at each worksite where it can be seen by all the workers they represent
- Ensure that workers use prescribed protective equipment devices
- Advise workers of potential and actual hazards
- Take every reasonable precaution in the circumstances for the protection of workers
- Provide personal protective equipment and enforce its use
- Enforce safety rules and regulations
- Correct unsafe acts or conditions
- Document safety violations and corrective or disciplinary actions
- Conduct and/or participate in accident and incident investigations
- Ensure that all work activities comply with safe work practices
- Secure prompt medical attention for any injured employee
- Provide documentation and guidelines to perform their jobs safely (safe work practices, procedures)
- Instill occupational health and safety thoughts and actions in all personnel, and impress in all employees their responsibility and accountability to act in a safe manner
- Coordinate safety efforts with onsite contractors and for field personnel on clients' premises
- Discuss safety issues and violations with the Safety Representative or Safety Committee
- Conduct Daily Tailgate Meetings

Workers Responsibilities

- Workers are responsible for ensuring the health and safety of themselves and others

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- Cooperate with their management/supervisor for purposes of health and safety
- Use all control devices set out by company
- Wear all PPE
- Report unsafe or unhealthy conditions
- Report all incidents, accidents and injuries immediately to their supervisor
- Refrain from causing or participating in violence and harassment
- Follow legislation as it pertains to their jobs.
- Workers must follow the safety rules, policies, plans and procedures of Pure Technologies and our clients.
- Participate in the hazard identification and control process as requested by management.
- Ensure training has been completed before completing a task.
- A worker who refuses to carry out a work process or operate a tool, appliance, or equipment must immediately report the circumstances of the unsafe condition to his or her supervisor or to a member of Pure Technologies management.
- In an emergency follow directions from the designated emergency coordinator for the site.

Joint Health and Safety Committee:

Employers with 20+ employees are legally required to set up and maintain an Occupational Health Committee (HSC). Members serve a three-year term and can serve more than one term.

- Must be composed of a sufficient number of members representing workers on the committee to equitably represent workers
- Must meet regularly - hold its first meeting within two weeks after being established, subsequent meetings at intervals not exceeding every three months (quarterly)
- Special meeting of a committee may be called at any time to deal with urgent concerns, imminent dangers to health or safety, investigations of accidents or dangerous occurrences or refusals to work
- A designated person from the committee will meet with management regularly to discuss health and safety issues
- Must be co-chaired by one management chairperson and one worker chairperson
- Employee representatives are elected or selected by the workers for a term not exceeding three years
- All meetings will be documented and posted in the workplace accessible to all workers
- The members of a committee are allowed to examine any log book, inspection report or other record that company is required to keep at the place of employment pursuant to the act or any regulations
- Representatives are paid for their time while conducting committee business
- Must not disclose personal information of an identifiable individual unless the disclosure is required by law.

Health & Safety Representative

Employer work sites with 5-19 workers, lasting longer than 90 days, are required to appoint an Occupational Health and Safety representative (HSR). The HSR is chosen by the workers.

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- receive and address concerns and complaints about the health and safety of workers,
- participate in the identification of hazards to workers or other persons arising out of, or in connection with, activities at the work site,
- develop and promote measures to protect the health and safety of persons at the work site and checking the effectiveness of the measures,
- cooperate with an OHS officer exercising their duties,
- develop and promote programs for education and information concerning health and safety,
- make recommendations to the employer, prime contractor or owner respecting the health and safety of workers,
- participate in investigations of serious injuries and incidents at the work site,
- maintain records in connection with concerns and complaints,
- attend to other matters relating to the duties of the HS representative
- other duties as may be specified in the OHS Act, Regulations and Code
- meet regularly with management to discuss health and safety matters
- work with the management to determine how often meetings should take place and what record is made of the meetings (there are no minimum requirements in the OHS Act)

* Must not disclose personal information of an identifiable individual unless the disclosure is required by law.

Prime Contractor

It is the responsibility of the prime contractor, if there is one, to coordinate the health and safety programs of multiple employers or self-employed persons. Prime contractors are required in construction, oil and gas work sites or any other projects designated by an OHS director. In the absence of a prime contractor, works sites with multiple employers and/or self-employed persons should work together to coordinate their health and safety responsibilities.

Prime contractors have the following additional responsibilities:

- Protect other persons besides employers, self-employed persons and workers at or in the vicinity of the work site who may be affected by hazards originating from the work site.
- Ensure the coordination of health and safety activities for employers, workers, and others at the workplace.
- For all jobs over 90 days in length:
 - Consult and cooperate with HSC or HSR to develop policies, procedures and codes of practice for their work sites.
 - Provide HSC or HSR with reasonable opportunity to inform workers on OHS matters.
 - Allow HSC or HSR to examine records, policies, procedures, codes of practice, reports or manufacturer specifications required under OHS legislation.
 - Give information or documents addressed to the HS representative as soon as possible after it is received.

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- Do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the relevant sections of the OHS Code, Regulation and the Act.
- Each employer at a multiple-employer workplace must give the prime contractor the name of the person Pure Technologies has designated to supervise his or her workers.

1.5.1 Responsibilities of Others

Contractors

- Ensure that work being performed by employers under their control does not endanger the health and safety of persons at the work site.

Owners of Work Sites

- Ensure the land, infrastructure and any building or premise under its control is provided and maintained in a manner that does not endanger anyone.

Suppliers

- Ensure their products are safe to use
- Ensure their products comply with the legislation
- Ensure equipment and harmful substances provided includes manufacturer's specifications or other instructions for safe use (if they exist).
- Provide notice when their product or equipment doesn't comply with the law.

Service Providers

- Ensure the services provided comply with the law
- Ensure the services provided are provided by a competent person
- Ensure the services provided do not create a hazard.

Self-Employed Persons

- Comply with all the OHS rules that apply to employers and to workers
- Ensure that they don't create hazards for themselves and others.

Temporary staffing agencies

- Ensure workers are suitable for the work
- Ensure workers have or will receive the PPE they need
- Ensure that the host employer is capable of looking after the worker's health and safety

Visitor Responsibilities

- Sign in when you arrive
- Follow directions of your host (designated person who is responsible for your safety while onsite)

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- Wear all PPE as required by area
- Sign out when departing site.

1.6 Accountability

There is accountability with the Pure Technologies Health and Safety Management System. Individuals, visitors and contractors will be held accountable for their actions and behaviour. It is important that everyone understand their responsibilities for workplace health and safety:

1. Pure Technologies will hold the ultimate responsibility and is legally and morally responsible for what happens on its work sites.
2. Supervisors have the administrative responsibility and must ensure that required training, supervision, enforcement, etc. are maintained and the desired results are achieved.
3. Workers have the immediate responsibility to take the required training, wear required PPE, use the assigned controls, follow all rules and participate where required in the health and safety program.
4. Contractors shall follow Pure Technologies health and safety requirements.

Pure Technologies procedures identify who is responsible for what, the date by which actions must be completed and the follow-up required to ensure that action taken was effective.

Measurable goals and objectives and assigned accountability are used to drive health and safety performance.

1.7 Communication

Workers must be familiar with the OHS program, know their rights and responsibilities, and understand how to handle concerns. The OHS program must include procedures for workers participation in inspections and investigations of incidents, injuries and work refusals. The OHS program should encourage workers to suggest ways to make the workplace safer and healthier, and know that their concerns/suggestions will be taken seriously without discriminatory action.

1.7.1 Duty to Inform

Pure Technologies must make all health and safety information readily available including information about hazards at the work site, hazard controls and work practices and procedures and provide that information to:

- the joint work site health and safety committee or health and safety representative at the work site,
- the workers, if there is no joint work site health and safety committee and no health and safety representative
- the prime contractor, if there is one.

Communication is introduced to the site through health and safety meetings, training sessions, field-level hazard assessments, etc.

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Pure Technologies must ensure that current paper or downloaded or stored electronic copies of the OHS legislation are readily available for reference by workers, the joint work site health and safety committee and the health and safety representative, if applicable.

The prime contractor or contractor must ensure that the owner, any employer, supplier, service provider or self-employed person on a work site is told about any existing or potential work site hazards that may affect workers, self-employed persons or other persons at the work site.

The owner of a site must inform all parties working at the site about any known or potential hazards regarding the land, infrastructure and any building or premises on the land.

Every supplier must, as far as it is reasonably practicable, ensure that any equipment and any harmful substance supplied to Pure Technologies includes a written copy of the manufacturer's specifications and any other instructions for safe use.

If a person is required by legislation to make a report or plan, for tasks being completed on a worksite, that report or plan must be in writing and must be made available to everyone affected by it, at the worksite.

All suggestions from workers are recorded and recognition of the worker's involvement and co-operation will be given. Pure Technologies wants to encourage participation in good health and safety practices and support for our policy and objectives by consulting and communicating with all workers.

Methods used to involve workers in hazard identification, risk assessment and risk control and to encourage worker involvement in the health and safety process include:

- participation in the Formal Hazard Assessment process
- participation in Field Level Hazard Assessments
- participation in Work Site Inspections
- participation in Daily Tailgate Meetings
- participation in Quarterly Safety Meetings

1.7.2 Open Door Policy

It is preferred that the immediate supervisor and/or project management be consulted for resolution of any concern, however, Pure Technologies maintains a strong open door policy to report problems or concerns to any level of management without fear of reprimand of any worker.

1.7.3 Health & Safety Committee / Representative

Health & Safety Representative must be designated when Pure Technologies employs 5 to 19 workers and work is expected to last 90 days or more. The health and safety representative must, in cooperation with a representative of Pure Technologies, perform the same duties as is listed under the Health & Safety Committee below.

A Health and Safety Committee shall be formed when Pure Technologies reaches employs 20 or more workers and work is expected to last 90 days or more.

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On a worksite that has more than 1 employer, and 20 or more workers and will last longer than 90 days, then the prime contractor is responsible for coordinating a Health & Safety Committee that includes people from the workers & supervisors on the site.

The committee must establish rules of procedure for fulfilling its duties including the following:

- the receipt, consideration and disposition of concerns and complaints respecting the health and safety of workers
- participation in the identification of hazards to workers or other persons arising out of or in connection with activities at the work site
- the development and promotion of measures to protect the health and safety of persons at the work site and checking the effectiveness of such measures
- cooperation with an officer exercising duties under the OHS legislation
- the development and promotion of programs for education and information concerning health and safety
- the making of recommendations to the employer, prime contractor or owner respecting the health and safety of workers
- the inspection of the work site at regular intervals
- the participation in investigations of serious injuries and incidents at the work site in accordance with the legislation
- the maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee
- such other duties as may be specified in the OHS legislation

1.7.4 Safety Meetings

Safety issues and updates are communicated to workers at safety meetings. Pure Technologies ensures the safety meeting requirements are followed according to the following:

Safety Meetings

Pure Technologies conducts quarterly safety meetings which all employees are encouraged to attend in person or via electronic communication. Attendance of at least one Sr. Management, and one Operational Management team member is required. Meetings will include safety concerns, stats, incidents, regulation updates, safety presentations, etc. Meetings will be documented.

Employees are required to attend customer project safety meetings, as designated by the client.

It is an OHS legislation requirement that for work sites with an HSC, inspections must be done at least once before each quarterly meeting to identify health and safety hazards that have not been controlled.

Pre-Job Meetings

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A safety meeting will be held with Project Manager, Delivery/Division Manager, Supervisor and all affected workers prior to each job starting. These meetings will address work to be completed, hazards associated with work, controls to be taken and emergency response plan, etc. If workers are on a jobsite with another company (Prime Contractor) then the meetings may be facilitated by that company and workers are required to attend.

Daily Tailgate Meetings

On projects with a crew consisting of 2 or more employees, meet daily to discuss issues and concerns, complete information sessions (safety topics) and review JSAs for critical tasks and safe work practices and safe job procedures for tasks being completed.

Health & Safety Committee Meetings / Health & Safety Representative

The HSC must meet within 10 days after being established and every quarter at a minimum thereafter. These safety meetings are held to ensure duties are being completed of specific members, investigations and follow up actions are being conducted, practices and procedures are kept up to date, etc.

Management will meet with safety representative on a quarterly basis to discuss incidents, accidents, investigations, policy & procedures updates, safety concerns and any other requirements set out in the legislation and this program.

1.7.5 Senior Operating Officer Communication

No less than once a year the senior operating officer shall communicate to all workers about the commitment to health and safety by Pure Technologies. This communication will be in writing and can be accomplished by bulletin board posting, pay check inserts, email campaign, townhall, etc. A copy of the annual communication is to be provided to the Safety Manager for compliance documentation.

1.7.6 Senior Manager Tours

Senior managers from all levels shall tour the facility or work sites they manage no less than once annually to reinforce health and safety practices and behaviours. The tours can be concurrent with other business purposes. There is no documentation required but it is suggested that completed tour dates and findings be provided to the Safety Manager for compliance documentation.

1.7.7 Safe Work Practices & Safe Job Procedures

Pure Technologies must develop and enforce the use of safe work practices and safe job procedures for conducting critical tasks safely. Those safe work practices and safe job procedures must be in writing and made readily available to all affected individuals on the job site.

A review process has been set up to be completed annually to allow for the practices and procedures to be updated when required.

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1.7.8 Procedures for Multiple Employer work sites

It is the responsibility of the prime contractor, if there is one, to coordinate the health and safety programs of multiple employers or self-employed persons. Prime contractors are required in construction, oil and gas work sites or any other projects designated by an OHS director.

In the absence of a prime contractor, works sites with multiple employers and/or self-employed persons should work together to coordinate their health and safety responsibilities.

Coordinating health and safety for multiple work site parties

When many employers or self-employed persons are at a work site, there may be many OHS programs which need to be coordinated. Site-specific health and safety procedures should be established and communicated to all employers and self-employed persons at the work site. This will help to control hazards and ensure consistency.

Evaluation and selection criteria

Criteria for evaluating and selecting other employers and self-employed persons at the work site should be established.

Regular Monitoring

Procedures must include plans for regular monitoring of employers and self-employed persons at the work site. Regular monitoring may include inspections or any other activity which verifies that work site specific health and safety policies and the OHS Act, Regulations, and Code are being followed.

1.8 Resource Availability

Senior management of Pure Technologies shall provide appropriate financial, human and organizational resources (proper staffing, equipment, training materials and funds) to plan, implement, check, review and correct the HSMS.

1.9 Program Review & Revisions

Maintaining the program will ensure it continues to support health and safety. Developing a procedure to address how the OHS program will be reviewed and revised, when it will be done, and who will do it supports continued success.

The program must be reviewed every three years or more often if there is a change in circumstance at the work site that creates or could create hazards to workers. Examples of changes to consider include introduction of new technology or production methods, and discovery of new risks associated with existing conditions.

The Safety Manager establishes health & safety management programs based on objectives and responsible parties are notified of their requirements.

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Where significant modifications in working practices, processes, or equipment are expected, the management program will provide for new hazard identification and risk assessments.

Progress for safety and health management programs is reviewed as part of the Key Performance Indicator procedure and Management Review procedure.

1.10 Health & Safety Improvement Plan template

CATEGORY	IMPROVEMENT OPPORTUNITY	ACTION REQUIRED	RESPONSIBLE PERSON(S)	TARGET DATE	STATUS			

1.11 Supervisor Responsibility Guide

Responsibility For The Health And Safety Of The Workers Under Their Supervision	
Training & Competency	Ensure employees are trained prior to beginning work or a task they are not familiar with. No equipment shall be operated unless the employee has received proper training by the supervisor All employees are required to attend safety meetings. Enforce safety rules consistently. Ensure legislation is available to workers Ensure safety issues are discussed
Hazard Assessment, Elimination & Control	Ensure hazard assessments are completed when required and risk is rated as per the risk matrix. Ensure controls are put in place to eliminate or minimize the hazards. Ensure employees are trained in the controls and that they follow the control methods set out for them.
Incidents and Investigations	All employees need a safety orientation before beginning work. Employees are required to report unsafe conditions or acts. Notify the Pure Technologies Safety Manager of any injury immediately. Employees knowingly violating safety rules or procedures must be held accountable for their behavior.
Vehicles & Drivers	Ensure vehicles are properly licensed and registered. Ensure all drivers have the appropriate driver's license and are valid. Ensure a first aid kit and fire extinguisher are present in all vehicles and machines.
Safe Work Practices	Make sure all chemicals are approved and there is a SDS available. Fall protection must be used if employees work more than 6 feet above a lower working surface. Ensure employees report damaged tool and maintain safe housekeeping practices.
Emergency Preparedness	Ensure ERP is completed for worksites and available to workers. Ensure all employees are aware of what the emergency plan states and what their responsibilities are in relation to that ERP. Everyone must know the escape route and where the muster area is for each jobsite.
Inspections	Ensure all employees who conduct inspections have been properly trained in completing inspections. Ensure pertinent inspections are being completed.
Personal Protective Equipment	Ensure all employees have the proper PPE appropriate for the work they are performing. Anticipate PPE supplies and please don't run out as the employees shall not work without the appropriate PPE. Ensure workers know when & how to use, inspect and maintain their PPE.
Evaluating worker performance	Performance appraisals Discipline policy/process for non-performance

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	Letters from employer Positive reinforcement by supervisors Job safety observations Management and supervisor reviews, etc.
Impairment – Drugs & Alcohol	Ensure if workers are known or suspected of being under the influence of drugs or alcohol or being in possession or distributing of those in the workplace they are removed from the workplace until verified and once verified ensure the steps are followed in the procedures.
Harassment & Violence	Ensure incidents of harassment & violence are investigated and acted upon according to the procedure.

1.12 Environmental Policy

Pure Technologies is committed to complying with all legislation applicable to the operations and activities of Pure Technologies. Pure Technologies believes in managing and conducting its operations in a manner which is, in the long-term, in the best interests of Pure Technologies, their customers, the communities in which it is involved and all employees. Accordingly, Pure Technologies has adopted the following:

Environmental Policy Dealing with Environmental Matter

- Pure Technologies, through its operations, will develop, maintain and implement policies, procedures and management systems to monitor its operations with a view to protecting the environment.
- Pure Technologies, through its operations, will strive to incorporate in its environmental practices the best available technology which is economically achievable.
- Pure Technologies, through its operations, will consider and, when appropriate, promote energy efficiency to reduce the consumption of non-renewable natural resources and will promote source reduction initiatives as a means of reducing waste.
- To ensure continuous improvement in environmental performance, Pure Technologies, through its operations, shall review periodically its environmental operating practices and procedures and establish, maintain and monitor environmental objectives and target to measure performance.
- Where appropriate, Pure Technologies will request its employees to notify customers of this Environment Policy as it relates to how they conduct business.
- Pure Technologies will promote awareness amongst its employees, to increase their understanding of environmental matters as they relate to Pure Technologies and will involve them in appropriate environmental protection initiatives from time to time.

All officers and employees are expected to respect Pure Technologies environmental policies and procedures.

This policy is to be posted in all Pure Technologies facilities by the site supervisor.

1.13 Supporting Documentation and Forms

- Manager/Supervisor Due Diligence Checklist
- Employee Disciplinary Report template
- Employee Suspension Notification Letter template
- Pre-Job Meeting Form
- Safety Meeting Form

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- Safety Concern Report



2. Contractors and Visitors Management Policy

2.1 Purpose

Ensure the health and safety of contractors and visitors at Pure Technologies offices, shops and worksites.

Ensure that contractors are deemed competent prior to entering Pure Technologies worksites.

2.2 Policy

Site specific health and safety orientations are provided to contractors and visitors prior to commencing work.

The orientation informs contractors and visitors of their health and safety responsibilities, worksite hazards and controls and site emergency response plan.

Contractors are vetted and deemed competent through Pure Technologies contractor selection process.

Contractor's performance are monitored by the Pure Technologies monitoring form.

Pure Technologies refers to the contractor non-compliance disciplinary procedure for actions of non-compliance.

2.3 Visitors

Hosting Visitors

All visitors must be accompanied by the employee(s) that they are visiting (Pure Technologies host) for the duration of their stay. This requirement does not apply to employee visitors from other branch offices. Arrangements for unaccompanied visitors may be made to accommodate visitors on long term assignments. Any special arrangements must be approved by management. Visitors must not be left to wander the office or shop on their own.

Photographs

No photographs may be taken by visitors without approval from management. Furthermore, any permitted photographs may not be published without written approval.

Non-Disclosure

Visitors may be required to sign a non-disclosure agreement at the discretion of management.

Guest Network Access

Visitors requiring internet access will be given a guest username and password for the wireless network. At no time will a guest be permitted to access the company intranet with their laptop or mobile device. This requirement does not apply to employee visitors from other branch offices.

Check in / Check out

All visitors must be registered into the visitor management software system located next to the reception desk. The software records each visitor's name, contact info, as well as the purpose

and duration of their visit. Hosts will be notified by email, when their visitor has signed in to the system. Visitors will be required to wear an ID badge that is produced by the visitor management software system, and printed next to the reception tablet.

Upon departure, visitors should check-out of the building; or be checked-out by the receptionist or designated alternate.

2.4 Visitor Safety Orientation

Pure Technologies hosts are responsible to ensure their visitors are aware of any hazards, know what to do and where to go in case of an emergency, and where to find convenience and washroom facilities.

All Visitors – will require this Basic Safety Orientation

- If an emergency occurs during your visit, you must follow the instructions of your Pure Technologies host or management member. Inform your host if mobility assistance may be required in an emergency. A plan of the emergency exits and assembly areas is posted in all office areas.
- Evacuation muster point, in front parking lot.
- Your Pure Technologies host will inform you of any site-specific hazards.
- No photographs without permission.
- Location of washrooms and lunch room.

Contract Work Visitors (Maintenance, Services, etc.) – not accompanied at all times by a Pure Technologies host, will require this Full Orientation:

- If an emergency occurs during your visit, you must follow the instructions of your Pure Technologies host or management member. Inform your host if mobility assistance may be required in an emergency. A plan of the emergency exits and assembly areas is posted near each exit.
- Evacuation muster point, in front parking lot.
- Your Pure Technologies host will inform you of any site-specific hazards.
- Pure Technologies has a no smoking policy for all buildings and vehicles.
- Do not operate any equipment without obtaining permission from your Pure Technologies host or manager.
- Please comply with all safety signs.
- Please report all hazards and incidents (accidents and near miss incident accidents) to your Pure Technologies host.
- First aid attendant information is posted in the reception area and lunch room.
- No photographs without permission.
- Non-Disclosure Agreement (discretionary)
- Internet Access - Guest



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- Location of washrooms, lunchroom and refreshments.

Related Documents:

- Pure Technologies Sub-Contractor Management Plan (SMP) (Ver.1.0)

3. Pure Technologies Joint Health & Safety Committee

Procedures and Terms of Reference

3.1 Committee Name

Pure Technologies Calgary JHSC
300 – 705 11 Ave. SW, Calgary AB

3.2 Constituency (January 2021)

Representative	Group
Chelsea Todd-Corrigall	Worker Representative – Co-Chair
Candace Clare	Employer Representative – Co-Chair
Ben Schmaltz	Worker Representative
Luke Ryan	Worker Representative
Bill Knight	Worker Representative
Dave Druhan	Worker Representative
Adrian Black	Employer Representative
Tyler Christensen	Worker Representative
Kyle Becker	Worker Representative
Dustin Symon – EHS	EHS Consultation – NON-MEMBER

3.3 Purpose

The purpose of the Joint Work Site Health and Safety Committee is to identify and resolve safety concerns as well as promote health and safety at the work site.

The committee also aids in increasing two-way communication between workers and employers as well as promoting a healthy and safe working environment.

3.4 Duties and Functions

The duties and functions of the committee are identified in the OHS Act, s.19, and include the items below.

- The receipt, consideration and disposition of concerns and complaints respecting the health and safety of workers
- Participation in the identification of hazards to workers or other persons arising out of or in connection with activities at the work site
- Develop, monitor, and follow-up on corrective actions

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- d) The development and promotion of measures to protect the health and safety of persons at the work site and checking the effectiveness of such measures
 - e) Cooperation with an officer exercising duties under the OHS act, the regulations and the OHS code
 - f) The development and promotion of programs for education and information concerning health and safety
 - g) The making of recommendations to the employer, prime contractor or owner respecting the health and safety of workers
 - h) The inspection of the work site at regular intervals
 - i) The participation in investigations of serious injuries and incidents at the work site in accordance with section 40
 - j) The maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee
 - k) Other duties as may be specified in this act, the regulations and the OHS code
- Duties shall be performed during normal working hours.

3.5 Records

The committee will keep accurate records of all activities conducted by and all items addressed by the committee.

Records include meeting agendas, meeting minutes, recommendations to the employer, inspections, hazard reports, incident reports, investigations, action plans, orders, interactions with OHS officers, or any other documentation related to the duties and functions of the committee.

3.6 Inspections

The committee will inspect the work site at least once before each quarterly meeting to identify health and safety hazards that have not been controlled.

Additional inspections will be conducted as per work site or employer policies.

3.7 Meetings

The committee shall meet in accordance with OHS Act, s.22. The requirements are stated below.

- a) Meet within 10 days of being established
- b) Meet at least quarterly
- c) Meet if requested by a co-chair
- d) Meet if requested by an OHS officer

Meetings shall be held during normal working hours. A quorum is required to hold a meeting.

3.8 Agenda and Meeting Minutes

Meeting agendas and minutes will adhere to the guidelines below

- a) Meeting agendas and minutes will follow the approved templates.
- b) An agenda will be prepared by the co-chairs and distributed to members prior to the meeting.
- c) The co-chairs must ensure that meeting minutes are recorded.
- d) The co-chairs must ensure that meeting minutes are approved and given to the employer within 7 days of the meeting.
- e) The co-chairs must ensure copies of the approved meeting minutes are posted or provided by electronic means at the work site within 7 days after the day the meeting was held.

3.9 Composition

The committee's composition will follow the requirements below.

- a) The committee shall consist of 8 members.
- b) One worker representative will be elected from each of the following departments:
 - i. Field
 - ii. Shop
 - iii. Office
 - iv. Engineering
- c) One employer representative will be appointed elected from each of the following departments:
 - i. Management Team
 - ii. Project Managers

3.10 Co-Chairs

Two co-chairs will be selected by the members of the committee.

- a) The worker representatives shall select one co-chair
- b) The employer representatives shall select one co-chair

The co-chairs have specific requirements under the AB OHS Act (s.22, s.25, s.27). Co-Chair responsibilities are listed below.

- a) Alternate in serving as chair at committee meetings
- b) Participate in all decisions of the committee
- c) Prepare the agendas for the committee meetings
- d) Ensure that meeting minutes are recorded
- e) Ensure that meeting minutes are approved and given to the employer within 7 days of the meeting

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- f) Ensure copies of the approved meeting minutes are posted or provided by electronic means at the work site within 7 days after the day the meeting was held
- Either co-chair may call a special meeting.

3.11 Quorum

The composition of the quorum shall follow the requirements below.

- a) Consist of 4 members (one-half of the members)
- b) Both worker and employer members must be present
- c) At least one half of members present are workers

A quorum is required to conduct a meeting or make valid recommendations and decisions.

3.12 Terms of Office

The AB OHS Act, s.24 states the duration of a members' term on the JWSHSC. The durations in the OHS Act are specified below.

- a) Normally not less than one year
- b) May be longer than one year until a successor is selected or appointed

3.13 Replacing Members

If a member must step down during the member's term of office, the following procedure will be followed to replace the member.

- a) The member will advise the committee in writing of their intent to step down
- b) The committee will pass the motion to replace the member, if necessary
- c) The committee will inform the employer if the member is an employer member, or the committee will proceed with an appropriate election process to elect a new worker member
- d) If the member stepping down is a co-chair, the committee must proceed with a co-chair selection once the new member joins the committee

3.14 Recommendations to the Employer

Recommendations to the employer will follow the requirements stated below.

- a) Written using the approved template
- b) Directly related to health and safety
- c) Reasonably capable of being done
- d) Clear and complete (ensure the employer will not need more information to make a decision)

3.15 Resolution of Disagreements

With the Employer

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As per s.21 of the OHS Act, when a matter cannot be resolved after written reasons are given by the employer, the employer, the JWSHSC, or a member of the JWSHSC may refer the concern to an OHS officer

Amongst the JWSHSC

When the committee is unable to reach an agreement regarding a health and safety matter the committee will consult a third party subject matter expert.

(This may include having the co-chair contacting OHS or a third-party consultant)

3.16 Coordination with other JHSC's

If there are other JWSHSC established by the same employer or prime contractor, if there is one, the committee will coordinate accordingly. Coordination includes such items below.

- Appointing individuals (JWSHSC coordinators) to share information amongst the established JWSHSCs
- Communication of relevant safety information such as inspection reports, incident reports, corrective action recommendations, and other recommendations made to the employer
- Meeting locations, dates, and times will be shared to allow for coordinators to attend the other committees' meetings

3.17 Disclosure of Information

The committee or its individual members, must not disclose a worker's personal health information or the personal information of an identifiable individual unless the disclosure is required by law.

3.18 Amendments

These rules of procedure may be amended by vote of the committee members.

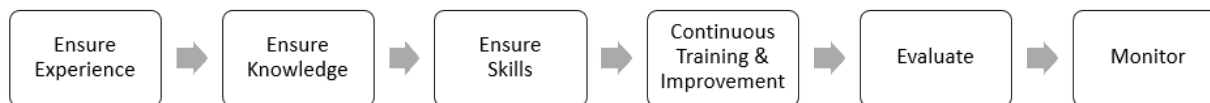
3.19 Status of Rules of Procedure

Status	Created/Approved By	Date (MM/DD/YYYY)
Drafted	Dustin Symon	May 2018
Reviewed		
Amendment #1	Dustin Symon. Updated Constituency table	Dec. 2020

3.20 Related Documents

- Pure Technologies JHSC Member Training Checklist
- Pure Technologies JHSC Meeting Minutes Record
- Pure Technologies JHSC Meeting Agenda

4. Training and Competency



4.1 Policy

A worker must receive adequate training to protect their health and safety before they begin performing a work activity, use new equipment, perform a new process, or is moved to another area or work site.

The training ensures that workers can safely perform all assigned tasks. Training may need to be customized for each work site and job and should assess a worker's competency at completion.

Supervisors will receive additional training on their specific responsibilities and the hazards experienced by their workers.

Pure Technologies will ensure relevant workers are properly trained.

Training will be provided to newly hired workers, student workers, supervisors, transferred internally from one job to another and also those who have been promoted from workers to management. Training includes: orientations, job-specific training, and refresher training.

A training needs assessment will be conducted by management to ensure the appropriate training is identified and delivered to workplace parties. Training involves giving information, explanation and transferring knowledge about a specific subject matter and then requiring a practical demonstration from the worker of the knowledge and skills that were learned.

Pure Technologies will provide ongoing health and safety training for workers and management. All training content and training will be documented and maintained.

Pure Technologies must retain copies of workers' training certificates and keep them readily available in the event of a serious injury or fatality. During an incident, Pure Technologies ability to produce this information is of key importance.

All employees are required to comply with this policy and procedure. The material in this document does not take precedence over applicable government legislation which all employees must follow.

4.2 Purpose

The purpose of this policy is to provide guidelines for general and specialized safety and related training throughout all levels of the organization. This policy is intended to ensure the competence of personnel (physically and mentally capable of the task assignment) to carry out their designated function in a safe and effective manner.

4.3 Assignment of Responsibility

Safety Manager

- Identifies, updates and monitors training requirements for all workers.

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Site Manager and Supervisors

- Ensure all workers assigned to their project complete training identified.
- Ensure that any work that may endanger a worker must be completed by a worker who is competent to do the work.
- Ensure all workers assigned to their project are trained in procedures until they are competent.
- Ensure all workers have sufficient experience to safely perform work without supervision or with only a minimal degree of supervision.

Employees

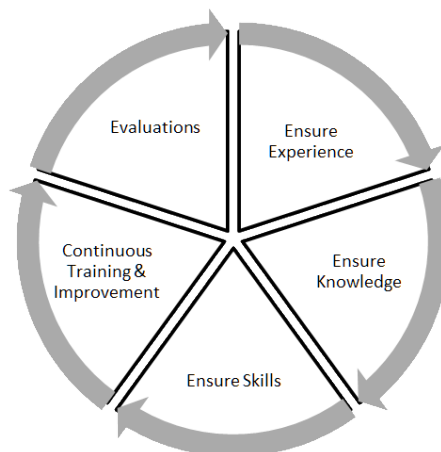
- Attend and pass all Pure Technologies required training for job position held within the company.

4.4 Qualifications

Minimum qualification and training requirements for each job title has been established by Pure Technologies. Qualifications may include a combination of education, certifications and work experience. Health and safety orientation is required before full qualifications are met to allow a worker to begin work. Documentation is obtained from employees to demonstrate they meet the qualifications of their job before hire/placement/move into a new role. Based on the job description requirements, documentation may include educational, certifications, licenses, prior acceptable training course completion, etc. Documentation is reviewed and confirmed as actual during the worker hiring process.

4.5 Competency Assurance Process

HSE Competence is a combination of knowledge, understanding and skill and the appropriate level of competence cannot be acquired simply by attending a training session. The understanding and skill are acquired by experience. For individuals controlling health and safety hazards and risks, experience and training are essential. The following components are to be considered for each work site's delivery team for HSE competency assurance:



Upon hire with Pure Technologies, the designated person will participate in the competency assurance process. This process begins with the selection of the person who enters a continuous

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improvement loop that will stay with the worker during his/her career with Pure Technologies. At Pure Technologies our view of competency assurance involves the continuous assessment of training and development needs against a person's responsibilities, abilities and critical activities.

Not only will the individual gather evidence of competence, they will also participate in an annual appraisal to assess their performance, behaviour and personal development for health and safety.

This process enables the continuous improvement loop that feeds back into training and development activities that ensure competency assurance is an ongoing career cycle process.

Competency is verified before employees are permitted to perform tasks independently. A competent person (supervisor, lead hand, instructor, etc.) must verify that an employee is competent to perform their roles and responsibilities before being allowed to work independently. If there is a site Short Service Short Service and Young Employee (SSE) program established the new or transferred employee will fall under the SSE requirements as well.

Identification of Positions

An organizational chart and list of job titles has been established by Pure Technologies. Based on the positions and their exposure to risk their required training is entered into each worksite's training matrix. Job descriptions are prepared for each job title.

Identification of Qualifications

Minimum qualification requirements for each job title have been established by Pure Technologies. Qualifications may include a combination of education, certifications and work experience. Safety training completion for the indicated job title is required before full qualifications are met to allow an employee to begin work.

Identification of Training and Competency Needs

Employees (new or transferred) are provided job specific training related to their roles and responsibilities and trained on the tasks they perform on a regular basis. Training is identified in our training matrix which specifies safety and health training needs by job title. Our training matrix is updated based on changing risks.

Training Records

All training records are maintained on site either by the Pure Technologies Safety Manager or senior representative of management or their designee.

Orientation, Job Specific and Refresher Training

Employees receive initial orientation training. No work by any employee is allowed to begin until the orientation is completed.

Training requirements are tracked by the Pure Technologies Safety Manager and formal training sessions are conducted either on or off site by the Safety Manager or competent/qualified instructor for the required subject matter.

Documentation Confirmed

Documentation is obtained from employees to demonstrate they meet the qualifications of their job before hire/placement/move into a new role. Based on the job description requirements documentation may include educational, certifications, licenses, prior acceptable training course

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completion, etc. Documentation is reviewed and confirmed as actual during the employee hiring process.

4.6 Orientations

Employees receive initial orientation training. No work by any worker is allowed to begin until the orientation is completed.

New employee orientations are completed during the first week of employment and before the new employee starts work. The orientation topics are prioritized, and critical health and safety information are covered during the first day of employment. Critical issues include:

- Safety Policies and Rules
- Pertinent Legislation requirements
- Safety Meetings
- Safety Participation
- Injury and Incident Reporting
- Inspections
- Communication
- Disciplinary Policy
- First Aid Procedure and Reporting
- Working Alone
- Violence and Harassment
- Hazard Assessment and Review
- Housekeeping
- Drug and Alcohol Policy
- Fire Protection, Safety
- Toxic/Hazardous Substances/Bio-Hazardous Substances
- Waste Minimization, Waste Handling
- Right to Refuse Unsafe Work
- Emergency Equipment & Procedures
- PPE (Personal Protective Equipment)
- Safety Intervention (authority to stop unsafe work)
- Tool-box Pre-Job Meetings
- WHMIS Training
- Job specific procedures

Specific safe work procedures and practices are also reviewed during orientation and, if required, health assessments (such as hearing tests) are done at this time.

Transferred or reassigned employees receive orientations before they start their new job. Documentation of when orientations were done, who conducted the training, topics and the names of the workers trained is completed via the Pure Technologies Health and Safety Orientation Checklist which requires employee and supervisor sign-off.

Contractors are provided with an appropriate orientation before they start work on Pure Technologies work sites. The depth of orientation for contractors will depend on the type of work and level of supervision provided.

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Visitors to the work site will receive a work site orientation to make them aware of the hazards and what to do if there is an emergency. At a minimum, Pure Technologies will have visitors sign in and provide them with an escort while they are on site.

All new, young and inexperienced workers shall:

- Understand their rights and responsibilities
- Know when and how to refuse unsafe work
- Know how to report hazards
- Know the industry rules, and where to find company policies, procedures and practices
- Known how to recognize hazards
- Know how to control hazards with:
 - Engineering controls
 - Administrative controls
 - Personal Protective Equipment
- Know where to find the first aid equipment
- Know how to report a workplace injury
- Know their role in an emergency and where to find the emergency procedures
- Know how and when to use a respond to a fire and use appropriate firefighting equipment
- Understand the key elements of a Health and Safety Program/ Management System
- Know common chemicals, how to use (Materials)
- Safety Data Sheets and how to read a label on a chemical container
- Know how to respond if there is a chemical spill

4.7 Identification of Training and Competency Needs

Training is identified in our training matrix which specifies health and safety training needs. Our training matrix is continually updated based on changing risks. Additional training for identified hazards & competency identification requirements must be completed prior to employee exposure based upon hazard assessment.

Retraining

Retraining shall re-establish worker proficiency and introduce new or revised control methods and procedures, as necessary.

Retraining shall be provided for all authorized and affected workers whenever there is:

- Certification Expires
- A change in job assignment or
- Pure Technologies has reason to believe that there are deviations from or inadequacies in the worker's knowledge or use of fire extinguishers or fire prevention procedures.

Training Records and Documentation

All training will be documented and each worker's understanding will be subject to a hands-on competency, written, or electronic test.

Documentation will consist of: as a minimum, the worker's name, the trainer's name, the date of the training and an outline of training provided.

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All training records are maintained on site either by the Safety Manager or senior representative of management or their designee.

4.8 Joint Health & Safety Committee Duties

To ensure a successful committee, a prime contractor or employer must provide the HSC co-chairs or HSR with training about the duties and functions of the committee and/or representative. Pure Technologies shall permit each member of the committee or representative (HSR) to take whichever is greater – 16 hours or the number of hours the worker normally works during two shifts – to attend work site health and safety training programs, seminars or courses. During training, the committee members are deemed to be at work and must be paid at their regular rate of pay.

Training will include the following:

- Key Concepts in Canadian OHS Law
- Health & Safety Committee / Health & Safety Representative Duties & Responsibilities
- Joint Worksite Duties & Responsibilities
- Safety Meetings
- Hazard Assessments
- Controlling Hazards
- Inspections
- Emergency Response
- Incident Investigation
- Records Maintenance

4.9 Supervisor Safety Management Training

Newly hired or promoted supervisors and managers receive safety management system training.

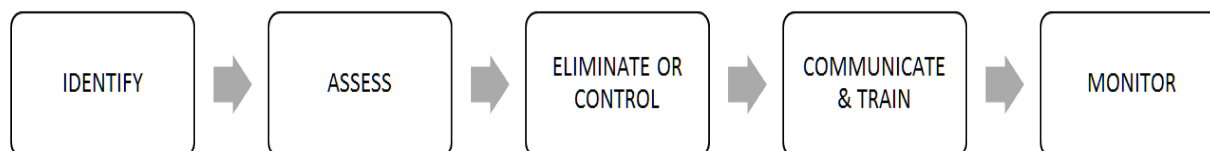
Training shall consist of:

- Safe work practices
- HSE supervision
- Toolbox and safety meetings
- Emergency procedures
- Incident investigation methods and responsibilities
- Employee discipline
- New work orientation
- Pure Technologies substance abuse program

4.10 Related Documents

- Pure Technologies Training Matrix

5. Hazard Identification, Risk Assessment and Controls.



5.1 Policy

Pure Technologies is committed to maintaining our worksites in which safety is part of everything we do and is as important as anything we do. Hazard recognition is the process of identifying causes or conditions which have the potential to cause harm to a worker's health and safety.

It is the policy of Pure Technologies to take every possible step to identify the hazards and risks associated with our work by implementing a systematic process for the identification and control of hazards. All work activities are assessed in order to identify existing and potential risks to the health or safety of workers and all reasonably practicable measures will be taken to eliminate, reduce or control those risks.

It is a requirement that all employees report unsafe conditions as well as any incidents immediately to management so that appropriate action can be taken to avoid future injury or damage.

Any known safety hazards that cannot be controlled or eliminated and have the potential for causing serious injury are identified and brought to the attention of the person or persons which may be exposed to the hazard. All employees with Pure Technologies who may be exposed to a harmful substance at a work site will be informed of the health hazards and airborne concentrations and be trained in the procedures to minimize the workers exposure.

At minimum, Pure Technologies, will:

- Perform a formal hazard assessment for all activities, equipment, processes and property under our control and review the formal hazard assessment annually to ensure its ongoing suitability.
- Perform pre-job hazard assessments prior to the start of any job requiring activities which are new or unusual.
- Review hazard assessments on an ongoing basis to ensure all necessary controls are in place and appropriate to the need.
- Investigate and take all necessary steps to eliminate or reduce identified hazards.
- Ensure employees are trained and involved in the hazard assessment process.

The material in this document does not take precedence over applicable government legislation which all employees and subcontractors must follow.

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5.2 Purpose

This program has been created to ensure that all known safety and health hazards are identified, controlled, and communicated. The hazards that cannot be readily controlled or eliminated but have the potential for causing serious injury are identified and brought to the attention of workers who may be exposed to the hazards. Hazard assessments will provide information on the hazards which exist in the workplace include how the hazards are created, the potential for loss associated with the various hazards and the controls required to be followed to minimize the risk of the hazards.

5.3 Assignment of Responsibilities

Management

- Ensures identification, assessments and documentation of health and safety risks in the workplace for routine and non-routine activities while ensuring workers are involved during the process.
- Eliminate, as far as is practicable, the risk of human injury, illness, or damage to property
- Promote planning as a means of achieving continuous improvement in our health and safety performance by utilizing risk management procedures when establishing our annual health and safety objectives.

Safety Manager

- Introduces hazard identification and assessment procedures and assists site managers with implementation.
- Determines risk levels for identified hazards and continually reviews legal and other requirements.
- Utilizes risk management procedure results when establishing Pure Technologies annual health and safety objectives.
- Maintains all documentation related to hazard identification and assessment.
- Provides training for key workers in the process of hazard identification and assessment.
- Ensures control measures are in place and are being used
- Conducts safety inspections and monitoring practices.

Field/Site Supervisors

- Implements hazard identification and assessment procedures.
- Ensure workers are trained and involved in the process.
- Supplies the Safety Manager copies of all documents generated related to hazard identification and assessment.
- Ensures control measures are in place and are being used on a daily basis.
- Ensures disciplinary policy is followed for non-compliance.

Employees

- Assist in the development of assessments by providing input to risk identification and assessment procedures.
- Follows all controls that are put in place for their health and safety

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Subcontractors

- Assist in the development of assessments by providing input to risk identification and assessment procedures.
- Follows all controls that are put in place for their health and safety

5.4 Training & Enforcement of Controls

Employees are provided training on hazard identification and risk assessment process. Management is responsible for ensuring workers are informed of job-related hazards, trained in the methods used to control these hazards and made accountable to use the controls in place.

5.5 Hazard Identification

Occupational hazards are divided into two categories:

Health Hazards - A health hazard may produce serious and immediate (acute) health effects or cause long-term (chronic) health problems. All or part of the body may be affected. Someone with an occupational illness may not recognize the symptoms immediately. For example, noise-induced hearing loss is often not noticed until it is well advanced.

Safety Hazards - A safety hazard is anything that could endanger the immediate safety of a worker, for example, a pinch point, crush, electrical or burn hazards.

NOTE: Both health and safety hazards must be identified on hazard assessment forms to ensure that ergonomic risks, exposure to chemicals, noise, heat stress, road safety, etc. are addressed. It is important that all pieces of equipment have their own assessment then be referenced on the position assessment.

5.5.1 Methods of Identifying Hazards

Hazard assessments must be performed before work begins to formally identify and assess hazards. Company managers and workers identify potential hazards through:

- Formal Hazard Assessment Process – serves as basis for safety program & should be performed on a regular basis.
- Field Level Hazard Assessment (FLHA) - performed before work begins to formally identify and assess hazards.
- Job Safety Analysis (JSA) - developed for all routine tasks.
- Inspections - performed on a regular basis.
- Site or company audits – formal 1 per year.
- Work permits – completed for all high risk such as hot work & confined space.
- Safety observations - performed randomly throughout year.
- Incident investigations – completed following an incident to identify root causes and required corrective actions.

Potential hazards are identified through Formal Hazard Assessments, field level hazard assessments (also referred to as JSAs, FLRA), work permits, inspections, site or company audits, safety observations and incident investigations.

For those jobs with the highest injury or illness rates, jobs that are new to our operation, jobs that have undergone major changes in processes and procedures or jobs complex enough to require written instructions will have a Job Safety Analysis performed. Completed JSAs are available from the Safety Manager.

Hazard assessments and JHAs/JSAs should be updated whenever changes occur to processes, equipment, facilities.

5.5.2 *Hazard Categories*

Both health and safety hazards can be classified into the following categories:

Physical - slipping, falling, cuts, burns, abrasions, strains from lifting, being struck by objects, workplace and pinch points.

Chemical - liquids, sprays solvents, fumes, gases, aerosols, corrosives, alkalis, chemicals, heavy metals, poisons, pesticides, vapors - acute or chronic toxins which are ingested, inhaled, absorbed or injected.

Biological - specific bacteria or viruses, moulds, fungi, body fluids and sewage.

Radiation - exposure to radioactive substances which are non-ionizing (ex. – microwaves, lasers, radio frequency, ultra violet, infra-red, visible light) or ionizing (ex. - x-rays, radio-active substances).

Environmental - heat, cold, noise, air quality, vibration.

Ergonomic - strains, physical stress, eye strain, cramped workplaces, improperly adjusted equipment/furniture, repetitive tasks, vibration, etc.

Psychological Stress - violence, stress and fatigue, boredom, personal stress, effects of shift work.

Mechanical hazards - trapped between moving parts, pinch points, struck by, struck against and contact with moving parts.

5.5.3 *Sources of Hazards*

The most likely hazard sources that should be considered are:

People - Human error and inattention, lack of training, poor communication, rushing, fatigue and other factors may cause at-risk behaviours.

Equipment and Tools - Some equipment and tools used in the job process are inherently hazardous and others become hazardous over time from inadequate maintenance.

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Materials - Some equipment, tools and materials used in the job process are inherently hazardous and others become hazardous over time due to inadequate storage, handling or disposal.

Workplace Environment/Atmospheric Conditions - Factors such as facility layout, ventilation and lighting, walking surfaces, temperature and other variables can all be sources of hazards.

Workplace Activities - congestion.

Common Sources of Injuries

1. Slips, trips, falls
2. Contact with objects and equipment - struck by, struck against, caught in
3. Exposure to harmful substances - chemicals, dusts, fumes, mists
4. Fires and explosions
5. Exertion - over exertion, repetitive motion

5.6 Reporting Hazards

1. Workers shall not perform any work they feel is unsafe.
2. Each worker must report hazardous work conditions without fear of reprisal.
3. All work sites will have a formal process for documenting and reporting hazards.
4. All workers have a responsibility to report hazardous work conditions, practices, or acts that are encountered on the job site to their immediate supervisor.
5. Workers shall report any non-work injuries or prescriptions that could affect their ability to safely perform their normal job before reporting for work.
6. Additional methods for reporting hazardous conditions include use of the safety suggestion box, safety concern report, notifying their supervisor or any management representative, safety meetings or JHSC involvement, as well as the use of client hazard reporting methods.
7. Suggestions or ideas received will be addressed in a timely manner.
8. Unsafe conditions or actions as well as safety concerns must be reported immediately and addressed by the supervisor early while they are still concerns and not incidents or accidents. In order to report these concerns, they must be in writing, so please use the Safety Concern Report that is available in this section. Once a concern from a driver, contractor, main contracting organization, or someone else is communicated, the steps below will be followed.

Each work location must have a site specific hazard identification plan. These plans are completed by the site supervisor and explained to Pure Technologies workers at pre-job meetings prior to job start.

5.7 Hazard Assessments

There are two levels of hazard assessment.

Formal hazard assessment is the formal internal process for routine work and an important step in developing Pure Technologies Health and Safety Management System.

Field-level hazard assessment is performed on the spot when unusual hazards may be introduced into the worker's work.

Affected employees and/or subcontractors must participate in the hazard identification process for the jobs they complete within the company. Worker knowledge of the job tasks can be of great value to the process, and their involvement will help gain worker buy-in.

Worker names and participation in the process shall be documented either on the written formal hazard assessment reports or on the pre-job assessment/field-level assessments.

Identified hazards must be reviewed with all affected employees and subcontractors on site.

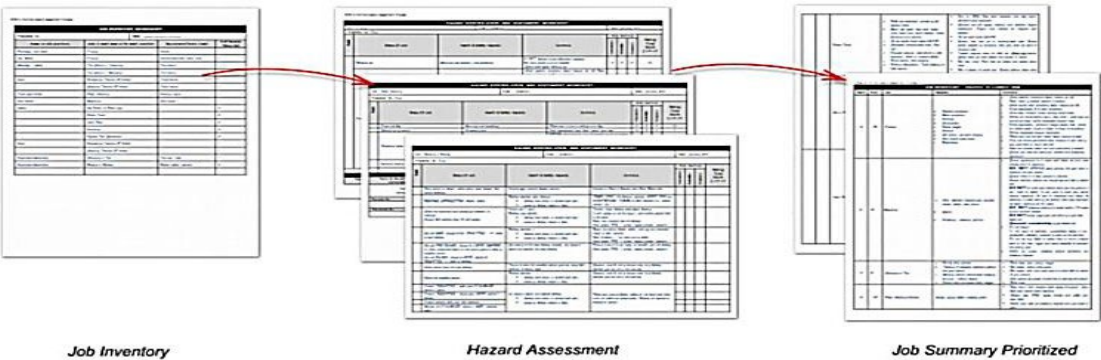
5.8 Formal Hazard Assessment Process

A formal hazard assessment must be completed before work begins and serves as the foundation of Pure Technologies H&S Management System. It involves the identification of all jobs and tasks performed by workers, the assessment of each task for hazards and the prioritization of the hazards based on the level of risk. This process will be followed by the implementation of controls for the identified hazards.

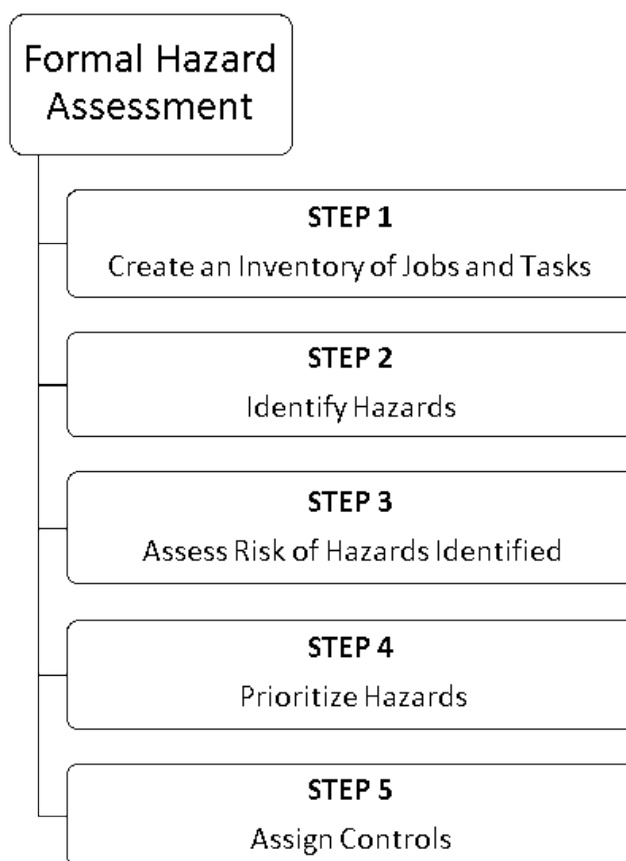
Hazard assessments will be conducted at reasonably practicable intervals to prevent the development of unsafe and unhealthy working conditions. The hazard identification process should be used for routine and non-routine activities as well as when a new work process is introduced, changes in a work process or operation, or new products are introduced or before the construction of significant additions or alterations to a work site.

The respective supervisor or project/site supervisor advises the Safety Manager when additional hazards are introduced into the work place in order to revise planning and assessment needs.

Key workers charged with conducting hazard assessments shall receive training in how best to complete the process.



5.8.1 Steps for Conducting a Formal Hazard Assessment



5.8.2 Step 1: Create an Inventory of Jobs and Tasks

The first step of formal hazard assessment is to create a list of all positions within the scope of Pure Technologies operations and record all the tasks/jobs within those positions. Both the positions and the tasks within each position must be clearly identified. All equipment used in these positions should also be listed.

Pure Technologies Position / Role List	Associated Jobs / Tasks
Office / Administration	Finance, Engineering, IT, Admin, HR, Sales, Legal and Marketing
Operations / Field	Field Technician, Service Operations
Production / Engineering / R&D	Engineering, Production, R&D, Product Management, Shop/Warehouse

Additional areas for jobs and tasks identification include:

- Activities of all persons having access to the workplace including contractors and visitors.

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- Ergonomic assessments
- Industrial hygiene surveys
- Workplace Inspections
- Purchasing and procuring
- Document review
- Accident/incident investigations
- It is also necessary to consider future tasks or situations that involve a change to the existing premises or process, or those which are non-routine.

Once this is done, list all the tasks performed as part of each job identified.

5.8.3 Step 2: Identify Hazards

Each inventoried job/task in each position is assessed to determine potential hazards and associated risk. For each task listed, Pure Technologies will identify and indicate on the assessment the health or safety hazards to which workers may be exposed. Each piece of equipment should have its own assessment completed. Pure Technologies will involve workers who perform the tasks in this process to ensure nothing is overlooked.

Questions to ask during the Hazard Identification process should include:

- 1) Could any part of the body get caught in or between objects?
- 2) Do tools, machines, or equipment present any hazards?
- 3) Can the employees be harmed if there is contact with the machine?
- 4) Can the employees slip, trip, or fall?
- 5) Can the employees suffer strain from lifting, pushing, or pulling?
- 6) Is the employees exposed to extreme heat or cold?
- 7) Is there a danger of items falling?
- 8) Is lighting a problem?
- 9) Can weather conditions affect safety?
- 10) Are there fumes, vapours, dusts, or mists in the air?

Examples of hazards identified on Pure Technologies worksites may include but are not limited to:

- | | |
|-----------------------------|--------------------------------------|
| - Working Alone | - Flammable & combustible substances |
| - Thermal Exposure | - Adverse weather conditions |
| - Noise | - H ₂ S |
| - WHMIS controlled products | - Working with hand & power tools |
| - Musculoskeletal injuries | - Electricity |
| - Bloodborne pathogens | - Wildlife / Insects |
| - Hot Work | - |
| - Remote work sites | |
| - OHV roll-over | |

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5.8.4 Step 3: Assess Risk of Identified Hazards

Hazards are classified and ranked according to risk. Pure Technologies has established a formal system for classifying and ranking hazards according to risk. Risk is determined by analyzing the probability of the hazard causing harm, the frequency the hazard is encountered, and the potential consequences of impact with the hazard. A risk matrix has been developed to assist employees with risk assessment.

Each identified hazard is assessed for risk based on potential consequences of effecting injury to people, damage to assets, and the environment as well as the frequency of risk exposure is then considered.

After the hazards are identified, risk ratings are calculated by answering the following questions:

- What are the consequences if the hazards are not controlled?
- What is the frequency of exposure to the hazard?
- What is the probability that something could go wrong?

Following risk assessment steps, each risk assessed becomes classified as low, medium or high in accordance with the Pure Technologies Risk Assessment Matrix shown below. The risk level of the hazard is recorded with the associated work task for the job.

RISK ASSESSMENT CODE MATRIX						
E- Extremely High Risk H-High Risk M-Moderate Risk L – Low Risk		FREQUENCY				
		DAILY (5)	WEEKLY (4)	MONTHLY (3)	QUARTERLY (2)	ANNUAL + (1)
		PROBABILITY				
		VERY LIKELY (A)		LIKELY (B)		UNLIKELY (C)
SEVERITY	4-Catastrophic Fatality/Severe Injury Damage to Equipment					
	3-Critical Medical/Lost Time/Damage					
	2-Moderate Medical Aid /Damage					
	1-Low First Aid/Near Miss					
KEY	EXTREMELY HIGH - Intolerable risk – must eliminate or minimize risk if possible through engineering or substitution.		HIGH - must have controls in place and followed by all workers. Continual monitoring of controls for compliance.		MEDIUM – Incorporate risk reduction measures	LOW - Manage for continuous improvement
TYPE (T)	H= Health (acute or chronic) S= Safety (people and equipment) Q= Quality P = Production E= Environment N=Not Applicable					

5.8.5 Step 4: Prioritize Hazards

Using the information from the assessment, Pure Technologies determines the risk rating for each task, and ranks the tasks in order of priority, based on the level of risk. Highest risk areas or jobs are focused on first to ensure all controls are put in place.

5.8.6 *Step 5: Assign Controls to Eliminate or Minimize Risk*

Controls are implemented to reduce the risk of harm. Pure Technologies addresses identified hazards by assigning methods of control to eliminate or reduce the hazard.

The most effective controls can be determined based on legal requirements, manufacturers' specifications, Pure Technologies rules, industry best practices and worker input.

Pure Technologies records the control methods, the date of implementation, and the names of those who participated in the assessment and control process.

Pure Technologies will follow up with periodic reviews to ensure the control measures are working and effective.

Risk assessed hazards are compiled, addressed and mitigated through dedicated assignment, appropriate documentation of completion, and implemented control methods.

When determining what controls are going to be put into place, several factors shall be met:

- 1) The hazards must be adequately controlled
- 2) Any new hazards must not be created
- 3) Any undue discomfort or stress must not be created
- 4) Environmental hazards outside the workplace must not be created

There are three methods for controlling hazards: at the source, along the path and at the worker.

Controls for hazards include elimination, substitution, engineering, administrative, and PPE.

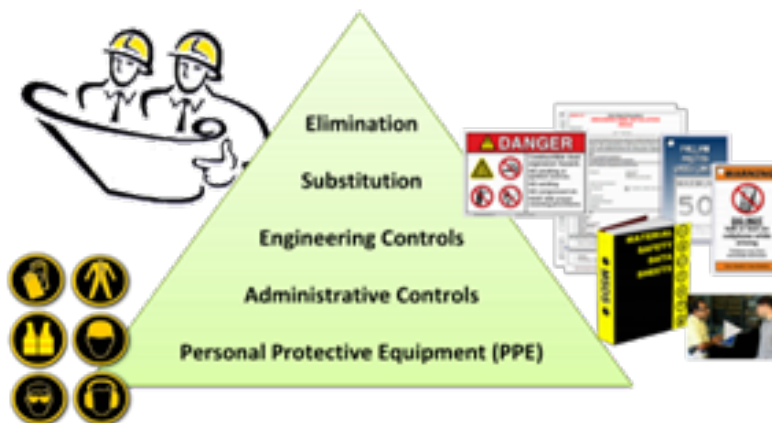
The type of controls used for each hazard should be indicated on the hazard assessment form.

The hierarchy of controls should be used to mitigate hazards. When a hazard is identified, first attempt to eliminate the hazard. If elimination is not practicable, use engineering controls. If engineering controls are not practicable, implement administrative controls. If the hazard cannot be adequately controlled using engineering and/or administrative controls, employees must use Personal Protective Equipment. A combination of engineering controls, administrative controls, and Personal Protective Equipment is usually best.

5.8.7 *HIERARCHY of CONTROLS*

- 1) Elimination
- 2) Substitution
- 3) Engineering Controls
- 4) Administrative Controls
- 5) Personal Protective Equipment (PPE)

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Substitution for less harmful products or equipment.

- Replacing a harmful cleaner with a less harmful or environmentally friendly product
- Using manufacturer recommended parts and guards

Engineering controls should always be the first option to reduce risk by Pure Technologies if elimination or substitution is not practical. Examples include:

- Building a catwalk with handrails and replacing a portable ladder with a permanent access ladder for maintenance procedures
- Building a sound-dampening enclosure around a piece of loud equipment to reduce workers' noise exposure
- ventilation systems
- hand & foot holds on equipment
- hands free cell phones
- emergency equipment
- eyewash stations

Administrative controls are the second most effective methods of hazard control and involve the implementation of Pure Technologies practices, procedures and rules to reduce the amount of exposure a worker has to the danger. Examples include:

- Developing and enforcing the use of safe work practices and safe job procedures for conducting a task safely
- Following a permit system
- Safe Work Company Rules (attached)
- Provide training to all workers
- Job rotation
- Posting signs to warn of high noise areas.
- Orientation & Training

Personal Protective Equipment (PPE) is the method of last resort and should always be used in combination with other control methods. Personal protective equipment is often the easiest control to implement, but is usually the least effective. Examples of personal protective equipment include:

- Safety glasses, to protect the eyes from flying debris
- Hard hats, to protect the head from falling objects

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- Respiratory protective equipment, to protect the lungs from harmful dusts and chemical vapors
- Welding mask to protect eyes against dangerous UV rays
- Safety boots to protect against foot injuries (protect from punctures, ankle support, wet or chemical absorption protection, etc.)
- Gloves to protect against injuries to hands
- Hearing protection against loud noise areas/jobs
- Fireproof coveralls and gear to protect body against flash fires and burns
- Respiratory protective equipment, to protect the lungs from harmful dusts and chemical vapors
- Personal Gas Monitors
- High Visibility Clothing
- DOT approved helmets for OHV's
- Bear/Wildlife Deterrents

5.9 Field Level Hazard Assessment Process

A Field Level Hazard Assessment is completed before work begins. Pure Technologies must assess a work site and identify existing or potential hazards before work begins at field work sites (temporary, mobile, client owned). All workers and subcontractors at the job site must participate in a field-level assessment with their supervisor. The field-level hazard assessment is to be conducted before work begins and repeated at reasonable intervals for routine and non-routine activities as well as new processes, changes in operation, products or services as applicable.

Unsafe conditions/hazards must be reported immediately and addressed by the supervisor. The supervisor discusses the worksite hazard assessment with employees at the respective work location during the employee's documented orientation.

All identified hazards are assessed for risk and risk controls are assigned within the worksite hazard assessment for that specific hazard.

All hazard assessments are documented. Pure Technologies must review the results of the hazard assessments and the methods used to control or eliminate the hazards identified.

The steps involved are as follows:

- 1) Before starting work on a new job site, or under unfamiliar conditions, worker(s) must stop to identify any hazards that may have been introduced into their usual work.
- 2) Identify all existing hazards on site. Include people, processes, equipment, and natural hazards.
- 3) Assess the risks and implement controls accordingly to eliminate or reduce the risk to a reasonable level before work begins. The ABC method to document hazards & risks is used on the jobsite.
- 4) Hazards and controls must be communicated to all workers on site.

Rating system for the field assessment:

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Potential Hazards - a number must be placed in every box, for numbers 1-3 a letter identifying frequency must be included and a corrective action plan completed.

IDENTIFIED HAZARDS & RATING			
FREQUENCY (F)	SEVERITY OF LOSS (S)	PROBABILITY OF LOSS (P)	F+S+P=RISK RATING (R)
1 =Task performed monthly 2 =Task performed weekly 3 =Task performed daily 4 =Several times /day	1 – Minor, non-disabling, non-disruptive 2 – Serious injury or disruptive loss 3 – Major injury, permanent disability or loss	1 =Limited chance adverse event will occur 2 =Adverse event likely to occur 3 =Adverse event likely to occur soon	7 to 9 = High Risk (A) 5 to 6 = Medium Risk (B) 1 to 4 = Low Risk (C)
TYPE OF HAZARD (T)	H = Health (acute or chronic) S = Safety (people and equipment) Q = Quality P = Production E = Environment N =Not Applicable		

FIELD LEVEL HAZARD ASSESSMENT RATING MATRIX	
"A" Hazards	those that pose an imminent danger and require immediate correction
"B" Hazards	those that are not imminently dangerous, but pose a significant hazard and must be corrected as soon as possible
"C" Hazards	those that are a low hazard, and should be addressed when time allows

Hazards and controls must be communicated to all workers on site.

In many cases, a field-level hazard assessment will identify hazards that have already been identified and assessed through the formal hazard assessment process, since the formal process should have identified all hazards that workers would normally encounter in the course of their work. If this happens, the worker would be directed to a pre-determined method of hazard control. If a new and unusual hazard specific to the job or job site is identified a new control method may have to be identified and implemented before work can begin.

When a new control method is required for a new or unusual hazard, that hazard must be reported to the supervisor. Pure Technologies can then prioritize the hazard and determine if further preventative action needs to be conducted by the company (such as revision of training, procedures, and awareness bulletins).

Driver Hazard Assessments fall under the category of the Field Hazard Assessment and these are specific to drivers in the field.

Field level risk assessment forms will be maintained at the work site and a copy submitted to the Safety Manager for documentation purposes.

No work will begin before the worksite assessment is completed. Additionally, no risk assessed as High (Intolerable) shall be performed.

5.10 Emergency Control of Hazards

Only employees competent in correcting emergency controls of hazards may be exposed to the hazard and only the minimum number of competent employees may be exposed during hazard emergency control. An example is a gas leak in a building. Only those personnel with training on fire safety, gas supply shut off and other related controls will attempt to resolve the emergency control of a hazard. Pure Technologies will make every possible effort to control the

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hazard while the condition is being corrected or under the supervision of client emergency response personnel in every emergency.

5.11 Review and Revision of Hazard Assessment Processes

The hazard assessment program will be reviewed to ensure no new hazards derived from the corrective measures. The review shall include a management of change consideration as well.

All hazard assessments are kept current. The hazard assessment is repeated at reasonably practicable intervals to prevent the development of unsafe and unhealthy working conditions, when a new work process is introduced, when a work process or operation changes or before the construction of significant additions or alterations to a work site.

Hazard assessments are reviewed with affected workers. Workers affected by the hazards identified in a hazard assessment report are informed of the hazards and of the methods used to control or eliminate the hazards.

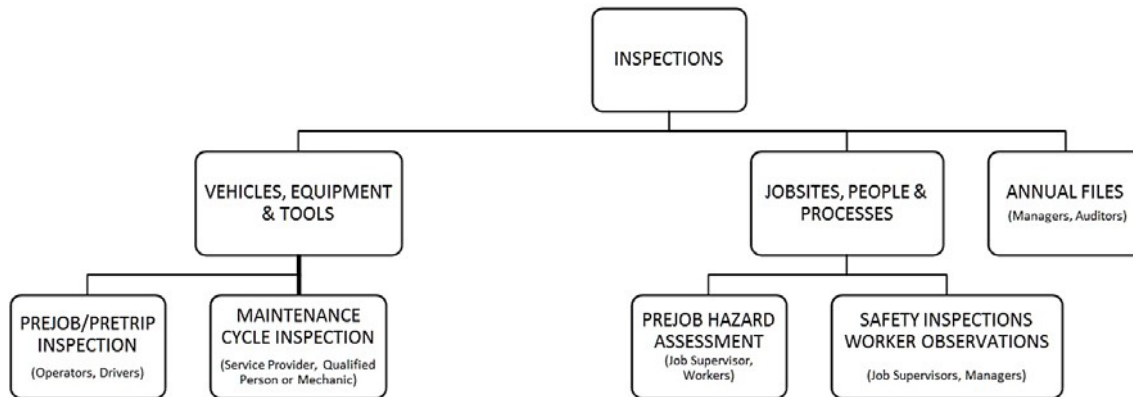
The respective supervisor or project manager advises the Safety Manager when additional hazards are introduced into the workplace in order to revise planning and assessment needs.

Formal hazard assessments are dated and subject to review schedule to prevent the development of conditions that may put workers at risk. These reviews will take place annually (at a minimum) or any time a new process is introduced, a change is made to the operation, or a significant addition or alteration is made to a work site.

5.12 Related documents and forms

- Field Level Hazard Assessment form
- Formal Hazard Assessment form
- Formal Hazard Assessment Review Sheet
- Pre-Job Plan & Hazard Assessment form
- Excavation Pre-Job Hazard Assessment form
- Critical Job/Task Inventory Form

6. Inspections and Maintenance



6.1 Policy

Inspections are an important part of Pure Technologies health and safety program. Inspections are important as they allow Pure Technologies to:

- listen to the concerns of workers and supervisors
- gain further understanding of jobs and tasks
- identify existing and potential hazards
- determine underlying causes of hazards
- monitor hazard controls (personal protective equipment, engineering controls, policies, procedures)
- recommend corrective action

Pure Technologies is committed to making sure that equipment, tools, vehicles and buildings are inspected and maintained in safe operating condition. Pure Technologies will maintain a comprehensive program of safety inspections at all facilities and job sites. Observations will be documented and problems corrected. Follow-up inspections will be conducted to ensure problems have been corrected.

Pure Technologies must schedule regular inspections of the workplace and work processes. Inspection intervals are based on factors such as the type of work site, the work performed, the hazards encountered, size of the work site, and the number of workers. By examining the workplace, inspections help to identify and record hazards for corrective action.

Only qualified / competent workers may perform the inspections and maintenance.

The Pure Technologies Inspection Program below clearly outlines what needs to be inspected, who will be involved, how often the inspections should be performed and who is responsible for corrective actions and follow-up. The results of the inspection program will provide information on whether the hazard assessment requires review.

The written Inspection Program calls for a regular and continuous program of inspection. The Inspection and Preventative Maintenance Program pertains to all areas of Pure Technologies operations and vehicles including lease operators where applicable.

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The material in this document does not take precedence over applicable government legislation which all employees must follow.

6.2 Purpose

The purpose of this program is to provide a method to review and verify compliance with the Pure Technologies HSMS and proactively identify potential hazards that may not have been previously noted. When followed this program also confirms the effectiveness of controls already in place and demonstrates a commitment to health and safety for all our workers.

6.3 Assignment of Responsibilities

Safety Manager

- Ensures inspections are conducted
- Develops the inspection schedule and scope
- Communicates inspection findings
- Verifies non-compliance and non-conformance areas are corrected
- Tracks inspection findings and communicates progress toward closure of findings

Managers and Supervisors

- Develops and implements corrective and preventive action for deficiencies.
- Tracks inspection findings until the responsible party has corrected the deficiencies
- Participates in site safety inspection

HSC and/or HSR

Health & Safety Committee (HSC) and Health & Safety Representative (HSR) complete inspections of the worksites at a minimum, every 3 months before the safety quarterly meeting.

Drivers

- Maintain the vehicle in good and safe operating condition and repair, suitable for the intended purpose
- Follow all rules and regulations.
- Keep the unit washed and clean.
- Complete a pre-trip inspection.
- Complete a monthly maintenance report.
- Complete a monthly mileage and fuel log.

Equipment Operators

- Maintain the equipment in good and safe operating condition and repair, suitable for the intended purpose.
- Follow all rules, procedures and regulations.
- Complete a pre-job inspection.
- Complete daily maintenance.
- Complete a monthly maintenance report.

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6.4 Informal Inspections

Informal Inspections are carried out by workers, supervisors and managers and do not involve a formal report or a specific schedule.

Some examples of informal inspections include:

- A manager walking through the shop/worksite may take the opportunity to verify that workers are following safe procedures, using safety equipment, or following healthy work procedures and provide feedback on their safety performance.
- A worker conducts a pre-job check on their tools, looking for defects and maintenance needs prior to use of the tool.

The results of an informal inspection will be acted on immediately, required changes will be made on the spot and worker feedback (both positive and constructive) will be made verbally. Inspection information will only be recorded and reported if the situation requires it. If defects are found the tools will be placed in appropriate “out of service” bin and will replace the tool with one that is not defective.

6.5 Formal Inspections

Formal inspections are carried out by workers, supervisors and managers and involve a formal report or a specific schedule.

Some examples of formal inspections include:

- Pre-trip Vehicle Inspection - set form used and must be carried out before each trip. Ensures vehicle is in safe operating condition before leaving yard.
- Pre-job Equipment Inspection - set form used and is carried out monthly.
- Paperwork and File Inspections - carried out quarterly to ensure files are in order and people are completing paperwork properly (form and manner).
- Building & Fire Safety Inspection – carried out monthly to ensure buildings are in good condition (broken rails, stairs, etc.) and fire hazards are eliminated.
- Worksite Inspections – random inspections of site, processes, people. Identify hazards and ensuring compliance with controls.

6.5.1 Inspection Details

Inspection Instructions:

The items identified on the inspection report will be assigned and ranked in order of importance, using the A, B, C system to prioritize hazards and ensure those with the highest potential for causing injury are corrected first.

A Hazards - those that pose an imminent danger and require immediate correction

B Hazards - those that are not imminently dangerous but pose a significant hazard and must be corrected as soon as possible

C Hazards - those that are a low hazard, and should be addressed when time allows

Any A Hazards identified must immediately be brought to the attention of the appropriate supervisors and corrections made.

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To address identified B or C Hazards, a system must be put in place to ensure timely and appropriate corrective action.

Copies of the inspection report will be given to senior management, the Health and Safety Committee (if applicable), and the supervisors of the areas being inspected.

A copy of the report, including both negative and positive findings will be kept on file for the next inspection team so that they can identify any repeat items.

All inspection records will be kept at the Pure Technologies head office location.

The inspector completes the Pure Technologies Inspection Checklist form for each inspection including interviewing people, reviewing records and touring the site (where applicable, eg. Worksite Inspection).

Findings are communicated to the appropriate site / project manager and Safety Manager by sending a copy of the checklist to these positions (if applicable).

*Records of inspections will be kept for future reference and statistical review.

Inspections must include the following and all areas must be filled out properly:

- Inspection Date
- Inspector's Name
- A checklist of items to be inspected.
- A description of the hazards to look for.
- Actions required to remove or control the hazard.
- Date by which the action is expected.
- Actual completion date.
- Name of the person responsible to correct the problem.

All inspection forms will be dated and indicate the location and inspector.

The person named as responsible for inspection follow-up will be the supervisor in control of the area where the hazard is found. The site manager has overall responsibility for ensuring corrective action has been taken and should review and sign-off all inspections.

6.5.2 Inspection Schedule

INSPECTION OF	TYPE OF INSPECTION	SCHEDULE	INSPECTED BY
Worksites	Hazard Assessment	Pre-Job / Daily	Job Supervisor
	Processes, People,	Random	Safety Designate
Office Workspace	Fire Safety Checklist	Monthly	Safety Designate
Paperwork/Files	Compliance	Monthly	Safety Designate
	Audit	Annually	Auditor
Tools	Informal	Prejob	Worker
Vehicles	Trip Inspection	Weekly	Driver
	Preventative Maintenance Inspection	Every 3 Months	Qualified Personnel
	Repair	When failure occurs	Qualified Mechanic
Equipment	Complete inspection and certification	Before put to work and annually	Qualified Mechanic
	Critical items, controls, overall functioning	Daily	Operator
	Preventative maintenance	Manufacturer's recommendation	Qualified Personnel
	Repair	When failure occurs	Qualified Mechanic

6.6 Light Duty Vehicle Inspection Requirements

6.6.1 Trip Inspection Requirements

Form to be used: Pre-trip inspection

Conducted by: Driver

Inspection Frequency: Weekly or before each trip of distance over 100 Kilometers

Inspector will be looking for:

- Lights (headlights, tail lights, signal lights - All working properly, clean, no cracks/chips
- Tires - Properly inflated, Adequate tread
- Windows - Broken, Cracked, Missing, Cleanliness
- Brakes - Tested and working properly
- Gauges - Working condition, no warning lights on
- Fluids (Oils/Gas/windshield wiper fluid, antifreeze) - Level, Cracks in hoses, Fluid on ground, Leaks from filters.
- Horn - Tested and working properly
- Windshield wipers - Tested, Properly installed, Damaged, Broken, Proper working order
- Mirrors - Cracks, Broken, Working condition, Properly placed
- Emergency equipment - Available, good working condition, maintenance up to date
- Body condition - Loose, Missing, Damage
- Interior Cab Condition - Clean & free of debris
- Seatbelts - Tested and working properly, Frays, Cuts, Tears, Snags, Roping

6.6.2 Maintenance Inspections

Form to be used: Service provider form

Conducted by: Qualified Service inspector

Inspection Frequency: As recommended by manufacturer

The inspector will be looking for: As recommended by manufacturer

6.7 Equipment Inspection Requirements

6.7.1 Pre-Job Inspections

Form to be used: Unit specific Pre-job inspection

Conducted by: Operator

Inspection Frequency: Before each job

The inspector will be looking at: As per manufacturer's recommendations per machine

6.7.2 Maintenance Inspections

Form to be used: Service provider form

Conducted by: Qualified Service inspector

Inspection Frequency: As recommended by manufacturer

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The inspector will be looking for: As recommended by manufacturer

Equipment inspection records are stored in equipment database Asset Panda.

6.8 Worksite Inspection Requirements

For work sites with an HSC or HSR, inspections must be done at least once before each quarterly meeting in order to identify health and safety hazards that have not been controlled.

Form to be used: Individual conducting the site inspection will determine the appropriate Inspection form depending on the worksite & activities being performed. The forms will serve to prompt inspectors to check for specific items and will create a consistent standard for the gathering of information.

Conducted by: Designated Management Member or HSR

Inspection Frequency: Random

Inspector will be looking for:

Unsafe Conditions - slippery floor, poor lighting, cluttered work area, slipping hazards, missing guards, etc.

Unsafe Actions - improper use of machinery or equipment, workers not wearing personal protective equipment or following safe work procedures, etc.

Health Hazards - dangerous chemicals, dust exposure, noise, toxic waste, etc.

6.9 Facility / Fire Safety Inspection Requirements

Form to be used: Building Inspections (Shop, Office Checklist), Fire Safety Checklist

Conducted by: Designated Site Manager / EHS

Inspection Frequency: Monthly

Inspector will be looking for defects in:

Unsafe Conditions – broken railings, unsafe steps, broken/chipped or over limit use electrical outlets, walkways clear, snow depth on roof, slippery floor, poor lighting, cluttered work area, etc.

Maintenance due stickers – if maintenance is due than placed out of service and replaced with current operational equipment

All proper supplies is present - if not replaced/restocked

Employee Knowledge – emergency & evacuation

6.10 Documentation Inspection Requirements

Form to be used: File inspection checklist _

Conducted by: Designated EHS member.

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Inspection Frequency: Annually

Inspector will be looking for:

Employee Files: Ensure all employee files up to date including but not limited to: training updated & certificates current

Unit Files: All required documentation is present & in date order in specific files

Statistics Compliance with regulations

6.11 Inspector Training

Inspectors shall be formally trained. Training should contain, as a minimum, the following areas:

- Learning objectives and outcomes
- Terms
- The law
- The purpose of an inspection
- Types of inspections
- What to look for
- Health and safety code
- Unsafe act
- Unsafe conditions
- Conducting an inspection
- Classification of hazards

6.12 Accountability

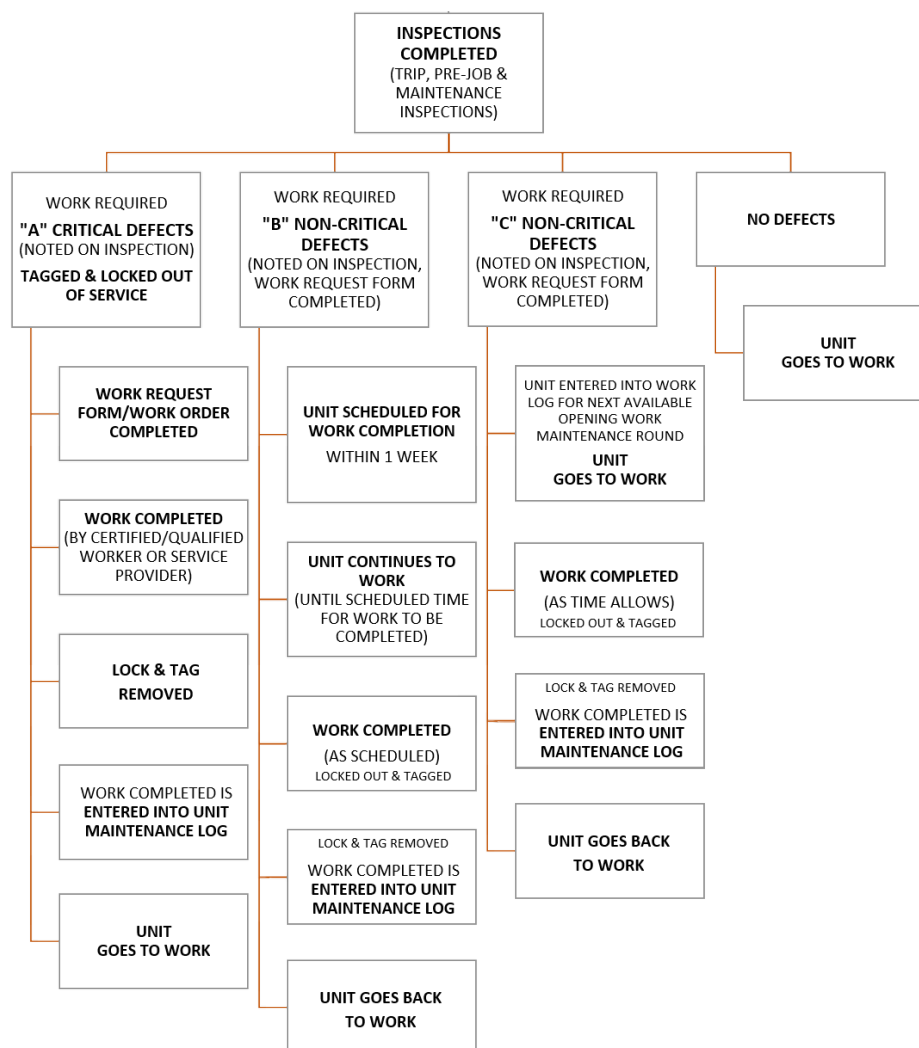
Non-conformances are to be corrected and are the primary responsibility of the Safety Manager.

6.13 Communicating Inspection Results

Results of the inspections (both positive and negative findings) will be communicated to workers and supervisors and include the expected timelines for follow-up action.

Results shall also be provided to senior management of Pure Technologies via the Work Site Inspection Form.

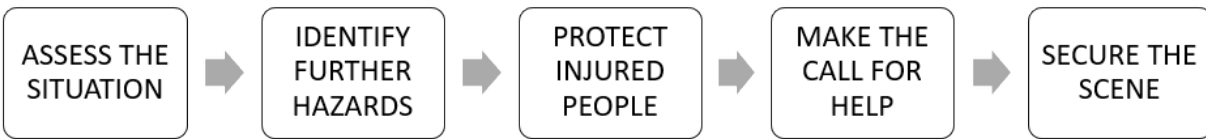
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6.14 Supporting Documents

- Mobile Equipment Inspection Form
- Fire Safety Inspection Checklist
- Forklift Inspection Form
- Light Duty Vehicle Inspection Form
- Office Inspection Form
- Shop/Warehouse Inspection Form
- Worksite Inspection Form
- Job/Task Observation Form

7. Emergency Preparedness & Response



7.1 Policy

Pure Technologies recognizes that a prompt, efficient response to emergency situations is an important component of maintaining the health and safety of all members of all workers. It is the goal of Pure Technologies to have the necessary equipment and trained personnel organized and available to respond effectively to a wide range of emergencies. The Emergency Management Program coordinates and integrates all activities necessary to build, maintain, and improve Pure Technologies ability to mitigate and prevent, prepare for, respond to, and recover from natural and human caused emergencies or disasters.

Pure Technologies shall prepare emergency procedures:

- to be implemented if any person commits or threatens to commit an act that is likely to be hazardous to the health and safety of the employer or any of his or her employees
- if there is a possibility of an accumulation, spill, or leak of a hazardous substance in a workplace controlled by the employer, to be implemented in the event of such an accumulation, spill, or leak
- if more than 50 employees are working in a building at any time, to be implemented when evacuation is not an appropriate means of ensuring the health and safety of employees
- to be implemented in the event of a failure of the lighting system
- to be implemented in the event of a fire

The foremost priority in responding to emergency/crisis situations is the safety and protection of workers, management, and the public.

Pure Technologies is also committed to limiting or containing the extent of damage incurred during an emergency/crisis and to recovery and restoration of operations as soon as possible.

Pure Technologies will provide necessary counselling and other assistance as appropriate to employees who suffer post-traumatic stress as the result of the incident or crisis.

Pure Technologies managers and supervisors will consult with affected workers in establishing this plan. The procedures will be reviewed annually to ensure current.

The material in this document does not take precedence over applicable government legislation which all employees must follow.

NOTE: For emergencies that may arise at a remote jobsite where workers are under the direction of a prime contractor, workers must follow the directions of that prime contractor. Instructions will be communicated to you when you arrive on location or on pre-job hazard or

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during safety meeting. If Pure Technologies is responsible for the site then the emergency procedures listed in the site plan are to be followed.

7.2 Purpose

The purpose of this document is to establish an Emergency Preparedness and Response Program (EPRP) for an emergency that may require rescue or evacuation.

7.3 Assignment of Responsibilities

Safety Manager

- Develop, review and implement emergency response plans and procedures.
- Ensure workers are aware of emergency plans through training.
- Monitor effectiveness of emergency plans.

Site Manager and Supervisors

- Responsible for ensuring necessary assets are made available for all emergency procedures.
- The implementation of the emergency procedures or plans for their work site.

Employees

- Follow all contingency procedures or plans.
- Through the Joint Health and Safety Committee reviewing and revising as required the emergency response plans.

7.4 Training

All workers shall be educated on the company's Emergency Response Plan. This will include:

- review of written procedures
- Annual emergency drill.

Workers with designated responsibilities within the Plan (such as performing headcount) will be trained on their responsibilities.

Written records will be kept for all training.

At least once every year and after any change is made in the emergency evacuation plan or the emergency procedures, an evacuation or emergency drill shall be conducted for the employees.

7.5 Emergency Response Planning, Issuing and Review

4 Emergency Categories Include:

- Natural (e.g. severe storms, tornados, lightning strikes)
- Technical (e.g. fire, chemical spill, power outage, structural collapse)
- Intentional (e.g. threat, act of violence or weapons possession.)
- Health-related (e.g. pandemic response, or incidents of infectious and communicable disease)

Emergency Procedures shall be issued and discussed with all new/transferred personnel upon arrival for assignment.

Emergency Response Plans shall be established, implemented, reviewed, maintained and updated annually in conjunction with:

- Client emergency services department requirements.
- Pure Technologies safety staff and management.
- The requirement to ensure the plan is up to date to reflect current circumstances at the workplace.

The plan is to be reviewed before the job and when conditions warrant and should be used for routine and non-routine emergencies as well as changes in operation and products or services which warrant new emergency situations.

A formal review of the Emergency Response Plan must be performed after an emergency to identify critical components of the overall response.

7.5.1 Written Emergency Response Plan

Pure Technologies must conduct a risk assessment in any workplace in which a need to rescue or evacuate workers may arise. A workplace must have a written plan including emergency response procedures appropriate to the hazards of the workplace.

The plan must address emergency conditions which may arise from within the workplace and from adjacent workplaces.

If the risk assessment shows a need for evacuation or rescue, appropriate written procedures must be developed and implemented.

Written rescue and evacuation procedures are required for but not limited to:

- Work in confined spaces or where there is a risk of entrapment.
- Work with hazardous substances.
- Underground work.
- Work on or over water.
- Workplaces where there are persons who require physical assistance to be moved.

Procedures for potential emergencies shall be contained within the Site-Specific Emergency Response Plan.

The Emergency Response Plan must be updated whenever there are changes to operations, equipment, and/or personnel. When changes to the ER Plan occur, employees must be re-trained.

7.5.2 Identification of Potential Emergencies

Each Pure Technologies work site shall have an emergency plan that identifies all potential disasters or emergency situations Pure Technologies may face.

Pure Technologies will assess the potential for harm to people, property, equipment and the environment for each potential emergency situation stemming from natural disasters, man-made events, equipment failures and technological failures.

The Emergency response plans shall include instructions for dealing with all identified potential emergencies.

7.5.3 Potential Emergency Procedures

Contained within the Pure Technologies Site Specific Emergency Preparedness and Response Plans are response procedures for the work site for each identified emergency at that site. Each worksite will have location specific emergency plan including the relevant response procedures, as listed below for each site.

Emergency procedures unique to the job site are reviewed with workers before work begins. Site-specific emergency procedures should be reviewed with workers before work begins at the site. This is typically completed during the pre-job safety meeting/ toolbox talk.

7.5.4 Evacuation

Contained within the Pure Technologies Emergency Preparedness and Response Program are evacuation procedures for the work site, establishment of safety zones and muster points where people being evacuated can gather. Individuals are assigned specific duties in the event of an emergency evacuation. Alarm systems to be used are established in the event of an emergency and they must suit the specific needs of the work site.

Emergency escape procedures and route assignments have been posted in each work area, and all employees have been trained by supervision in the correct procedures to follow. New employees must be trained when assigned to a work area.

Evacuation Procedures Planning

- The individual site evacuation procedure shall be appropriate to the risk and must be developed and implemented to:
 - Notify staff, including the first aid attendant of the nature and location of the emergency.
 - Evacuate employees safely.
 - Check and confirm the safe evacuation of all employees.
 - Notify the fire department or other emergency responders.
- Notify adjacent workplaces or residences which may be affected if the risk of exposure to a substance extends beyond the workplace. Notification of the public must be in conformity with the requirements of other jurisdictions, including provincial and municipal agencies.

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7.5.5 Communication

A means of communication is readily available to notify emergency services of an emergency. Specific communication systems for use in the event of an emergency have been developed and emergency contact numbers posted where they are most likely to be needed. Pure Technologies will include the names of local responders that could respond quickly in an emergency and will ensure these responders know that they are on the Pure Technologies Emergency Contact List Form.

All emergencies during or after hours must be reported by phone or in person to the Pure Technologies office.

7.5.6 Control and Direction

In the case of an incident personnel will be assigned duties to perform in order to control the scene and investigation. These duties must be reviewed monthly or more frequent if positions change frequently with location & job to ensure the information is current and that all participants are familiar with their duties.

1. Control the scene
2. Head count at the assembly area with list of all persons on site.
3. Directing emergency response personnel to the scene
4. Accident investigation: witness statements and pictures
5. Contact emergency response personnel

7.5.7 Emergency Equipment

The Emergency Response Plan shall list the emergency equipment available to employees. This may include, but is not limited to:

- fire extinguishers
- first aid kits
- AED
- respiratory protective equipment
- radio
- spill kits
- eyewash
- emergency shower
- vehicle emergency kits
- emergency cell phone

Emergency equipment must be identified during the pre-job safety meeting/ toolbox talk, available on site and maintained in good operating condition. Requirements will vary depending on Pure Technologies work site locations, the nature of the work performed and worker population. OHS legislation is referred to in order to determine minimum requirements for first aid kits, fire extinguishers, water hoses, emergency showers, emergency lighting, breathing apparatuses, ladders, stretchers, emergency communication equipment, etc.

Emergency equipment is to be in accessible locations and Pure Technologies has established a regular schedule to service and inspect all emergency equipment including first aid and rescue equipment.

7.5.8 Disaster Services

If required, the Pure Technologies Emergency Preparedness and Response Program may need to be reviewed with local emergency response agencies to ensure they have all the information they need to mount an effective response in the event of an emergency.

7.6 Identified Potential Emergencies

Emergencies that have been identified for Pure Technologies worksites include:

- Vehicle Collisions/Accidents
- Equipment Rollovers
- Medical Emergencies
- Fire / Explosion
- Severe Weather
- Tornados
- Forest / Wild Fires
- Threatening persons
- IT Sabotage
- Working at Heights Rescues
- Chemical Spill Procedures
- Contact with Electrical Current
- Incidents with a Fatality or Serious Injury
- Floods
- Gas Leaks
- Chemical Fire
- Chemical Spill Procedures
- Earthquake
- Confined Space Rescue
- H2S Release

7.7 Identified Potential Emergency Procedures

7.7.1 Vehicle Collision / Accident

DO:

1. Stop - Failure to stop is a criminal offence
2. Call for assistance by phone or radio. (follow their instructions)
3. Give the exact location and details
4. Give first aid to injured (if you are trained)
5. Secure the scene (turn on hazard lights, put reflective triangles in place, direct traffic)
6. Assess the Situation

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- a. Is there a fire?
- b. Is there a spill or leak?
- c. What is at risk, people, property or the environment?
- d. What should be done? (Is an evacuation necessary?)
- e. Is diking necessary?
- f. What resources (human and equipment) are required and which are readily available?
- g. What can be done right away?
7. Take pictures when able – for investigation: position of vehicles, landscape, etc.
8. Hand out witness cards to witnesses (collect them when they are done filling them out)

DO NOT:

- Do not leave the scene (until directed to do so by your supervisor or police)
- Do not move injured persons (unless further danger is imminent)
- Do not discuss the incident (except with police officers or a company representative)
- Do not leave your vehicle unguarded
- Do not move any of the vehicles involved until the police arrive

7.7.2 Medical Emergency

1. Call for assistance by phone or radio. Give the exact location and details of the medical emergency.
2. If qualified, provide basic first aid, and keep the person comfortable. Do not move the person. Do not leave him/her unattended.
3. Arrange for emergency medical transportation based on the medical planning portion of the site's Emergency Response Plan.

7.7.3 Fire

1. Warn others in the immediate area. Notify the appropriate emergency response personnel by phone or radio and pull the nearest fire alarm if present.
2. If nearby staff have been trained, and it is safe to do so, fight the fire using a portable fire extinguisher. Remember, if in doubt get out.
3. Evacuate the premises via the nearest exit and proceed to the nearest Emergency Assembly Area
4. Re-enter only after the Emergency Coordinator has given an ALL CLEAR.

Always Remember:

- Do not let fire spread around you.
- Keep a safe distance from the fire.
- Once fire extinguisher is emptied, if fire continues, evacuate the scene and wait for the fire department.
- Prior to starting to battle the fire, designate someone to call the fire department. Fire fighters are trained to distinguish all types of fires.
- Always remember extinguishers are made for small fires, containing it until the Fire Department arrives, can save lives and/or property.
- Portable Fire Extinguishers are not designed to fight large or spreading fires.

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- Fire extinguishers must be recharged after each use.

If a fire extinguisher fails to properly put out the fire, get to an exit and proceed to the gathering point for further instructions. You should never put yourself at risk in an attempt to extinguish the fire.

7.7.4 Forest or Wild Fire

1. Forest and grassland fires can easily ignite and spread quickly. They are very unpredictable!
2. Warn others in the immediate area.
3. Call & Report the fire to the proper emergency response services in your area
4. Get out of area immediately

Crowning forest fires often spread at up to 7 km/ per hour (5 mph) and windblown prairie fires have been known to travel at speeds exceeding 17 km/ per hour (11 mph).

In the event of a fire, the primary consideration must be for the safety of all personnel.

7.7.5 Extreme Temperature / Weather

Heat Stress

1. Seek medical aid immediately
2. Move the worker to a cooler environment
3. Worker should lay down
4. Remove or loosen tight-fitting clothing
5. Sponge worker with cool water and fan them to cool body temperature. (Take care not to cool the worker too much. If the worker begins to shiver, stop cooling)

Heat Stroke

1. Move the worker to the coolest place available.
2. Notify the first aid attendant, call 911, and/or arrange for immediate transportation to medical aid.
3. Maintain airway, breathing, and circulation as required, and monitor patient until help arrives.
4. Remove all outer clothing, and apply cold water to the worker by either dousing or applying wet, cool sheets.
5. Spraying or sponging the entire body with cold water is also effective. Fanning will also help.
6. Continue to cool the worker during transport.

Hypothermia

1. Call 911 for immediate medical treatment
2. Cover exposed skin with suitable clothing and make sure head is well insulated
3. Adjust the casualties clothing to keep wind or drafts out, wrap in windproof material like a reflective "space blanket" or garbage bag.
4. Move casualty out of wind if possible, if not protect casualty from wind
5. Loosen or remove tight clothing

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6. If in shelter and have access to dry clothes gently replace wet clothes with dry clothes if you are not in shelter put dry clothes over wet clothes if you do not have dry clothes press as much water out of clothes and cover with something windproof.
7. Insulate from ground – pine branches, leaves, moss, anything to provide insulation will work.
8. Get medical help. If you have to leave to arrange transportation, the casualty should be placed into recovery position
9. Give ongoing casualty care, monitoring ABC's

Severe

1. Call 911 for immediate medical treatment
2. Do Not make any attempts to increase body temperature EXCEPT
 - a. Skin on skin contact of the torso with 2 other people (person on each side of the victim.)
3. Maintaining temperature and preventing further loss is the most important thing.
4. Don't leave victim alone
5. Do Not let victim go to sleep
6. Do Not administer fluids
7. If a person becomes unconscious
 - a. Monitor their breathing and pulse carefully.
 - b. If you can detect a faint pulse do not do CPR to support their heart.

7.7.6 Extreme Weather while Driving

Vehicles shall not operate during adverse weather conditions when:

1. the visibility due to snow or fog is less than 150 metres
2. the roadway is covered with snow, sleet, or ice which impedes the driver's or other motorist's ability to drive in a safe manner.

If you encounter unexpected conditions as listed above while already enroute:

1. Stop at the next safe location (or as directed by an authorized Transportation staff member or a peace officer) and wait for the adverse conditions to subside.
2. DON'T stop on the side of a highway where part of your load extends into a driving lane or shoulder.
3. Radio /call office immediately with your location

Stranded Enroute (Hitting the ditch, vehicle breakdown)

1. Run vehicle if it is safe to do so to stay as warm as possible.
2. Always leave the window down a bit and ensure the exhaust can be vented clearly away from vehicle. Get out and clean away snow from around exhaust pipe (as/if situation requires).
3. If you can smell the exhaust strongly shut vehicle off immediately
4. If you find yourself getting tired, get out of vehicle and breathe some fresh air. (There may be an exhaust problem you are unaware of)

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5. If you can't keep vehicle running, warm it as much as possible by shutting windows and lighting a candle from emergency kit. Wrap yourself in additional clothing, blankets. Do not overdress as sweating can cause more problems.

7.7.7 Tornado

Tornados frequently occur throughout the Prairie Provinces and States. They have the capability to destroy buildings and equipment, and cause serious or fatal injuries. By following certain procedures, the danger can be minimized.

A Watch is an advisory only. Nothing may happen but a watch could develop into a warning. Stay alert! Listen to your radio.

A Warning means that the event is imminent. Take precautions and listen to your radio. If a tornado is spotted or reported through various media channels, all employees have the responsibility to report it immediately to their manager or supervisor. If the tornado is in the vicinity of the company, the following procedures apply.

Caught inside a building:

1. Stay away from windows, doors, and outside walls. (seek out inner hallways, washroom, closets)
2. Protect your head.
3. Stay away from mobile machinery; an automobile will not protect you.
4. Stay tuned to radio / television. Select the station with the best continuous information.
5. Hold onto something solid that is fastened down and is not likely to fly away.

If caught outside:

1. Lie face down in a ditch, culvert or any other low lying area or lay flat; holding onto the base of a small tree, bush or shrubbery to avoid being lifted or blown away.
2. Get as far away from loose objects as possible

If caught while driving:

1. Drive away from the funnel at a right angle or to its direction of travel (if possible). If you cannot escape the path of the funnel
 - get out of your vehicle immediately and seek shelter in a ditch or ravine,
 - keep slope between you and the funnel.

If caught in a built up area, seek shelter in a sturdy building.

1. Go to an interior hallway or washroom on lower floor, stay away windows, doors and outside walls.
2. Protect your head.
3. Avoid buildings with large span roofs such as malls or supermarkets, etc.

After the tornado has passed

1. check and see if anyone needs help.
2. provide first aid to injured

3. proceed to the gathering point and wait for further instructions

7.7.8 Explosion

1. Get down on the floor, take shelter under tables or desks, and protect your face and head against flying glass and debris.
2. Once it is safe to do so, evacuate the premises via the nearest exit and proceed to the nearest Emergency Assembly Area.
3. Re-enter only after the Emergency Coordinator has given an ALL CLEAR.

7.7.9 Workplace Violence

1. Notify security/police/management immediately and report the occurrence.
2. Do NOT attempt to physically intervene. Protect yourself first at all costs.

7.7.10 Contact with Electrical Current

Contact with Normal Electrical Current

1. Don't touch the victim unless the power is off.
2. Unplug the equipment or turn the power off at the main control area.
3. If you can't turn off the power, use a dry wooden board or broom handle to separate the victim from the power source.
4. Call for emergency medical assistance.
5. If the victim is not breathing, perform mouth-to-mouth resuscitation, if trained.
6. If the victim is conscious, keep them calm. Lay them on their back. Elevate their feet. Cover them with a blanket.

Contact with High Voltage Line

1. Call for emergency help and medical assistance.
2. Don't try to separate the victim from the power source. (you can try to throw something at the line to break contact but DO NOT try to move the line by toughing it with anything that you are holding onto)
3. Don't touch the victim unless you are absolutely certain the victim is not in contact with electrical wire.
4. Provide first aid once the casualty is free of contact.

Contact with High Voltage While in Truck

If your load touches a high-voltage line, the operator should take the following precautions:

1. Stay on the truck. Do not touch the truck and the ground at the same time. Touching anything in contact with the ground could be fatal.
2. Keep others away. Warn them not to touch the load, load lines, boom, bucket, or any other part of the equipment.
3. Get someone to call the local utility to shut off the power.
4. Do not move the machine until the utility company shuts down the line and confirms that power is off.
5. If an emergency such as fire forces you to leave the machine, jump clear. NEVER step down. If part of your body contacts the ground while another part touches the machine, current will travel through you.

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6. Jump with feet together and shuffle or hop away in small steps. Don't take big steps. With voltage differential across the ground, one foot may be in a higher voltage area than the other. The difference can kill you.

Electrical fire

1. Unplug the burning or smoking appliance.
2. Get everyone out at once.
3. If the fire is small, use a CO2 or dry powder fire extinguisher. Never put water on an electrical fire.
4. Call for emergency assistance or the fire department. Tell the dispatcher your name, address, and that you have an electrical fire.

7.7.11 Fatality or Serious Injury

1. Suspend all operations
2. Call for Ambulance
3. Administer first aid (if applicable)
4. Contact RCMP/Local Police (if a fatal injury is sustained)
5. Secure and isolate the area.
6. Contact Dispatcher who will contact Prime Contractor's Safety Representative

Once initial event is over:

1. Safety Representative will notify the Government Agencies (WCB, Workplace Health and Safety, OSHA).
2. Get witness statements if there are any. Fill out the Report of Injury Report
3. Conduct investigation and fill out the incident reports.

Unless otherwise directed by an Occupational Health a Safety Officer or Police officer, the scene of an accident shall not be disturbed except if it is necessary to:

- a) attend to those persons injured or killed
- b) prevent further injuries and eliminate hazards
- c) protect property which is endangered as a result of the accident.

Phone the Office:

All accidents must be reported to the Safety Manager, Division Manager or VP Operations immediately. Notification to the Government must be done by the head office.

Dealing with the Press:

Do not provide any details to the press. Direct any requests for an interview or statement to the General Manager or to the Company Representative.

7.7.12 Flood

On Roads:

If you cannot see, do not drive. Never drive into a flooded area where you cannot see the road. Follow someone if possible and drive exactly where they do. Walk the path of both wheels before driving through if there is any doubt. Drive through very slowly- it is better to be stuck than to have the engine drown. If it is over your front bumper or up to the doors, do not drive in.

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If you are absolutely sure that you are on the right road and you have to go through the water, phone someone. Do not park near a flooded area, it could be rising.

On Location:

During heavy rains or snow storms, walk the location regularly looking for flooding or equipment being covered. Move things that are in puddles before they get too deep. If it will freeze, be sure no lines or hoses are in the puddles. Any trailers or trucks that have been in water over their hubs must have their bearings repacked.

Flood Warning:

In case of a flood warning in the area:

1. Listen to the local radio/TV.
2. Prepare to evacuate upon direction. (Note: If a flash flood warning is issued, get out of the area immediately).
3. Check any battery powered equipment and back-up power sources.
4. Store drinking water in clean containers.
5. Move emergency supplies such as food, first aid items, blankets, etc. to the upper floors.
6. Secure all loose objects located outside.
7. Board up windows.
8. Disconnect utilities which are not absolutely necessary.
9. Fill vehicle fuel tanks.
10. If driving, know the depth of the water in a dip or low area before crossing.
11. If vehicle stalls, abandon it immediately and seek higher ground.
12. Do not re-enter the affected area until directed by emergency preparedness personnel.

7.7.13 Gas Leak

Where there may be a danger of a gas leak keep out of low areas. Do not feel compelled to control the hazard. Use your observation and hearing skills to detect hazards, hissing sounds of gases, leaking fluids, flames, smoke, steam, warning placards, downed wires, etc.

If you smell gas:

1. STOP - turn off all equipment.
2. Immediately open windows and doors,
3. If you can, turn off the main power switch. If any fuses blow when power is restored, turn off the main power switch again and have your building checked by a qualified electrician or call your utility company.
4. Evacuate the area
5. Do a head count
6. If head count is correct move every one upwind of hazardous goods, spills leaks, fires, etc.
7. Notify the gas company from another location, as well as the police and fire department.
8. Do not re-enter the building unless you are told it is safe to do so.
9. Follow the instructions of your local health unit concerning the use of the use of food and water supplies.

If the head count is short and you need to rescue victims:

1. Move upwind of hazardous goods, spills leaks, fires, etc.
2. The properly trained designated searchers must put on their SCBA equipment.
3. The search will be done by a minimum of two people.
4. The searchers will begin at the most likely place for a man to go down.
5. The searchers will remain a minimum of 10 feet apart with the second man carrying the stretcher.
6. The searchers shall follow the search plan.
7. When the man down has been located, the searchers will move the man in the safest and quickest fashion to a clean breathing area.
8. The searchers will begin resuscitation procedures as soon as possible.

7.7.14 Chemical Fire

Precautions must be used at all times to prevent fires. The following is a list of some guidelines:

1. Gasoline, volatile solvents or any other flammable substance must be stored in containers that are clearly labeled, approved for their contents and located in a safe place away from any source of open flame.
2. Flammable liquids containers must be electrically bonded when liquids are being transferred from one to another.
3. Any portable container which is being used, or has been used, for storage of a flammable agent must never be left exposed to the direct rays of the sun.
4. The fuel tanks of gasoline engines must be filled away from work areas and only when the engines are turned off
5. Approved safety cans and proper grounding techniques must be used when the tank is not filled directly from the storage container or other source of supply.
6. Access to all exits, fire and safety equipment must be kept clear of obstructions at all times.

7.7.15 Chemical Spill

STOP - THINK!
Do not rush. Carefully plan cleanup.

**GET MATERIAL SAFETY DATA SHEET AND DETERMINE APPROPRIATE CLEANUP
PROCEDURES FOR THE MATERIAL**

Overview

When encountering a spill of any nature, it is the employee's responsibility to:

- Warn others in the immediate area that a spill has occurred.
- Designate a fellow employee to guard the area.
- Inform the supervisor.

Major Chemical Spill Indoors

1. Evacuate immediate area.

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2. Call the supervisor or company safety manager. State your name, location, chemical(s) involved, and the amount spilled.
3. Obtain the Material Safety Data Sheet for the material involved.
4. Attend to any persons who may have been contaminated.
5. Consult the Material Safety Data Sheet for first aid information.
6. Wait in a safe area for the response team. Your knowledge of the area will
7. Assist the team.
8. Do not allow unauthorized personnel to enter the contaminated area.
9. Report the incident to your supervisor and who will determine if the spill must be reported Legislative authorities

Minor Chemical Spill Indoors

1. Decide if you can safely handle the spill after reviewing the MSDS; **IF UNSURE, CALL FOR ASSISTANCE.**
2. If malodorous/hazardous vapours are generated from the chemical spill which can be spread outside the local area, contact company Safety Manager for directions
3. Eliminate all ignition sources if flammable material is involved.
4. Turn on fume hoods to capture or direct flow of vapours.
5. Use Spill Kit appropriate to the substance type & quantity:
 - a. Confine the spill to a small area.
 - b. Do not allow the material to spread.
 - c. Dike, block or contain the size of spread of liquid spill by using appropriate absorbing material (vermiculite, commercial absorbent, etc).
 - d. Appropriate protective equipment and cleanup materials (e.g. neutralizers, absorbent, etc.) must be used.
 - e. All lab and shop areas have their own spill kits.
6. Carefully remove other materials, containers, equipment from path of the spill.
7. Sweep solids of low toxicity into a dust pan and place into container for disposal.
8. Dispose of all cleanup materials as hazardous waste. Waste must be properly packaged in a leak-proof container, sealed and labelled with a hazardous waste label.
9. After removal of spilled material, if the chemical is soluble in water, the area should be washed with warm, soapy water to remove any remaining residue.
10. Report the incident to the supervisor

Chemical Spill Outdoors

1. Identify the chemical
2. Immediately report the incident to the Dispatcher or Safety Manager
3. Contain spill rapidly by diking with suitable material (kitty litter, vermiculite, etc.).
4. Attempt to prevent chemical from contaminating ground water and sewer system. Cover opening to sewer if able to do so.
5. Cordon off the immediate area.
6. Do not leave spill site unattended. Wait until assistance arrives

7.7.16 Earthquake

If you are indoors, stay there. If you are in danger:

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1. Get under a sturdy table, desk or bed.
2. Brace yourself in an inside corner away from windows.
3. Move to an inner wall or corridor. (A door frame or the structural frame or inner core of the building are its strongest points and least likely to collapse. They will also break the impact of any falling objects).
4. In an apartment building the safest place is by the central reinforced core of the building, which is usually located by the elevator well.
5. Choose shelter which will provide an airspace if it collapses. If your furniture shelter moves, stay under it and follow it around the apartment.
6. Watch for falling objects - plaster, bricks, light fixtures, pots and pans, etc.
7. Stay away from tall shelves, china cabinets and other furniture, which might slide or topple over.
8. Stay away from windows, sliding glass doors, mirrors.
9. Grab anything handy (blanket, pillow, tablecloth, newspapers, box, etc.) to shield your head and face from falling debris and splinting glass.
10. Don't be alarmed if the fire alarm or sprinklers go off.

Do Not Rush Outside. Stay on the same floor that you are on. Stairways may be broken and exits jammed with people. Do not use elevators as the power for elevators may go out and leave you trapped. The greatest danger from falling debris is just outside doorways and close to outer walls. If for safety reasons you must leave the building, choose your exits as carefully as possible.

If you are outside, stay there. Move away from the building, garage, walls, power poles and lampposts. Electric power lines are a serious hazard - stay away from fallen lines. If possible, proceed cautiously to an open area.

If you are in a moving car, stop. Stop as quickly as safety permits in the best available space. Stay in your car. Don't stop where buildings can topple down on top of you. A car is an excellent shock absorber and will shake a lot on its springs during an earthquake, but it's a fairly safe shelter from which to assess your situation.

Avoid Fallen Power Lines. The possibility of encountering fallen live wires is great during and after an earthquake. If you are on foot, make a wide path around the wires. If you are in the car and live wires have fallen across the car, remain where you are. Your car is usually well insulated and will protect you from electric shock. Never assume that downed power lines are dead.

After An Earthquake

Within the First Several Minutes:

1. Remain Calm. Don't Panic. Try to calm and reassure others. Stop and take time to think.
2. Wait until all motion has stopped.
3. Do not run down stairs or outdoors. Be prepared for additional shockwaves.

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4. Do not light matches, cigarettes or turn on electrical switches. Flashlights are one of the best light sources after a damaging earthquake. Proceed with extreme caution.
5. Protect hands and feet from broken glass or debris. Keep head and face protected (hard-hat, blanket, tablecloth, etc.)
6. Make a quick check for injuries or trapped people. Provide emergency first aid if needed.
7. Do not try to move seriously injured persons unless they are in immediate danger from further injury.
8. Turn off all appliances and office machines. Extinguish all open flames. Check power lines and cords. If problems exist in electrical lines or gas lines the mains should be shut off.

It may be necessary to draw a moderate amount of cold water in bathtubs and sinks and other containers, in case service should be disrupted.

7.7.17 Confined Space Rescue

The On-Site Rescue Plan and these Procedures are part of the written plan for the confined space and are based on the assessment of hazards in this space.

Prior to entry and/or work in the confined space:

1. The entry supervisor will ensure that the on-site rescue plan for the confined space has been completed and that all the rescue equipment identified in the plan is available to effect a rescue in the confined space.
2. The entry supervisor will ensure that an adequate number of appropriately trained persons (as documented in the on-site rescue plan) are available for immediate implementation of these on-site rescue procedures that apply to the confined space.
3. The entry supervisor will review all emergency procedures, including procedures relating to emergencies outside the confined space with all entrants and other related personnel.
4. The attendant establishes communication with all workers, using the means described in the on-site rescue plan.

On entry and while working in the confined space:

1. The attendant who is stationed outside and near the entrance to the confined space as described in the on-site rescue plan remains in constant communication with all workers inside the confined space.
2. The attendant must be notified immediately if an entrant recognizes:
 - unusual action/ behaviour
 - an unexpected hazard
 - an unsafe act or
 - detects a condition prohibited by the permit
3. Entrants must exit the confined space as quickly as possible, when:
 - an order to evacuate is given by the attendant or entry supervisor
 - an entrant recognizes a sign or symptom of over-exposure
 - an unacceptable condition arises or
 - an evacuation alarm is activated.

In the event of a confined space rescue:

The attendant does not enter the confined space but immediately summons a rescue response from the on-site rescue team, using the means of communication described in the on-site rescue plan.

7.7.18 Hydrogen Sulfide (H₂S) Release**1. Evacuate**

- Get to a safe area immediately
- Move upwind if release is downwind of you
- Move crosswind if release is upwind of you
- Move to higher ground if possible

2. Alarm Others

- Call for help (“Man down”), sound bell, horn, whistle or call by radio

3. Assess Situation

- Do a head count
- Consider other hazards

4. Protect Yourself

- Put on breathing apparatus before attempting rescue

5. Rescue Others

- Remove victim to a safe area

6. Revive Victim

- Apply CPR if necessary

7. Call for Medical Aid

- Arrange transport of victim to medical aid
- Provide information to Emergency Medical Services (EMS)

7.8 Inspection and Maintenance Records

Maintenance records must be kept, including but not limited to, the name of manufacturer, the type of equipment, the date put into service, when and for what purpose the equipment has been used, the date of the last inspection and name of the inspecting person, any damage suffered and the date and nature of any of maintenance on emergency response equipment. Ropes and associated equipment must be inspected visually and physically by qualified employees after each use for rescue, evacuation or training purposes.

Facilities will be inspected monthly and a member of the Joint Health and Safety Committee (JHSC) is to participate in all inspections.

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The Pure Technologies designated representative will perform and maintain the Emergency Inspection Checklist Form on a monthly basis. The checklist shall be maintained for retention in active files for two years and in on site archives for seven years.

7.9 Media Response Procedures

Pure Technologies employees must not be interviewed by anyone unless the Legal Department has given prior approval. In most cases the Legal Department will have an attorney present for such interviews.

Note: If after Pure Technologies personnel have received approval for an interview from the Legal Department and another party's attorney appears unannounced, you should politely adjourn the interview until the Pure Technologies Legal Department can be contacted. Personnel must not give any work related interviews, affidavits, written or recorded statements, or depositions without the express approval from the Pure Technologies Legal Department.

In the case of interviews of Pure Technologies employees by non-attorneys, (law enforcement, government officials, media, etc.) you must inform the Legal Department before the interview. If the interview is taped or videotaped, you must request a copy of the tape. If the interview is reduced to writing, you must ask for a copy of any notes or statements taken. This procedure is to avoid information being misrepresented.

All media requests should be referred to the Pure Technologies VP of Operations. Unless requested to do so by the Legal Department, other company personnel are not to give interviews or make statements to the media. Management prefers that families of personnel involved in an incident receive initial notification from a Pure Technologies representative and not the media.

7.10 Location and use of Emergency Facilities

Pure Technologies shall ensure each Emergency Response Plan lists the location and how to use emergency facilities for each work site. For off-site locations, outside services that can provide assistance in the event of an emergency, should be identified and reviewed with workers prior to commencing work activities. A list shall be posted in a conspicuous area showing local emergency facilities and how to contact.

7.11 Fire Protection and Response

Pure Technologies shall ensure each Emergency Response Plan provides fire protection and response planning within each site Emergency Response Plan and is utilized during all phases of work. As a minimum, all shall include the following:

7.11.1 Protection

- Smoking is not permitted except in designated 'SMOKING' areas.
- Facilities shall be designed and maintained in accordance with local fire code and regulations.

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- Portable fire extinguishers shall be stationed, inspected and maintained in accordance with local fire code and regulations. Pure Technologies personnel shall be trained in their use.
- Flammable and combustible liquids shall be properly stored.
- Employees shall report all fire safety issues to their immediate supervisor.
- Facilities shall be inspected by use of the Pure Technologies Emergency Inspection Checklist.

7.11.2 Response

In the event of a fire, personnel working in facility will adhere to the following procedure for their work area

1. Warn others in the immediate area. Notify the appropriate emergency response personnel by phone or radio and pull the nearest fire alarm if present.
2. If nearby staff have been trained and it is safe to do so, fight the fire using a portable fire extinguisher. Remember, if in doubt get out.
3. Evacuate the premises via the nearest exit and proceed to the nearest Emergency Assembly Area.
4. Re-enter only after the Emergency Co-coordinator has given an ALL CLEAR.
5. Roads are designated as fire lanes. Vehicles can stop there for unloading, but no parking will be allowed.

7.12 Alarm and Emergency Communication

Each Emergency Response Plan for Pure Technologies shall contain methods to address alarms and communications in case of an emergency. For off-site locations, the method of emergency notification should be identified and reviewed with workers prior to commencing work activities.

7.12.1 Alarm System

Each Emergency Response plan will describe how to activate an alarm and what to do after either activating or hearing an alarm.

Personnel responding to any alarm shall avoid complacency. Every alarm should be treated as an actual incident until proven otherwise. Treating and responding to alarms as a routine happening can result in injuries, fatalities and destruction of property.

7.12.2 Communication

Pure Technologies responders use telephones, cell phones and radios in conjunction with emergency response.

7.13 Rescue and Evacuation Procedures

Each site Emergency Response Plans shall address who performs rescue services when required. It is the position of Pure Technologies that all rescue duties are performed by client emergency responders or local government responders when on their location. For off-site locations, evacuation procedures and methods of rescue should be identified and reviewed with workers prior to commencing work activities.

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At least one member of a rescue team must be a first aid attendant trained to immobilize an injured employee.

Effective communications must be maintained between the employees engaged in rescue or evacuation and support persons.

7.13.1 Emergency Evacuation Procedures

Written evacuation procedures appropriate to the risk must be developed and implemented to:

1. Notify workers, including the first aid attendant, of the nature and location of the emergency.
2. Evacuate workers safely.
3. Check and confirm the safe evacuation of all workers.
4. Notify the fire department or other emergency responders.
5. Notify adjacent workplaces or residences which may be affected if the risk of exposure to a substance extends beyond the workplace.

7.13.2 Preparation for Evacuation

Each site Emergency Response Plan shall contain a procedure for evacuation if required. The Pure Technologies designated Emergency Coordinator will maintain an active list of all Pure Technologies and contract emergency responders.

7.13.3 Essential Services Management

Staff designated to remain in the facility to shut down or supervise essential operations or equipment will be specifically trained and authorized by management to perform their duties.

7.13.4 Co-ordination within Facilities

Emergency training and drills should also be coordinated within a Pure Technologies facility so that key staff are involved in the planning process and are aware of their responsibilities in an emergency as well as during the drill.

Facility management also needs to be informed of the potential for the interruption in productivity and business operations. Alternatives for the continuity of critical operations need to

7.13.5 Emergency Evacuation Notification and Routes

1. In the event of an emergency occurring within or affecting the work site, the Emergency Coordinator makes the following decisions and ensures the appropriate key steps are taken:
2. Advise all personnel of the emergency.
3. Activate the emergency notification sequence to alert the appropriate responders and initiate emergency notification within the building.
4. Evacuate all persons to the identified assembly area and account for everyone including visitors and clients.

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5. All personnel will proceed to the primary safe area immediately located at the identified emergency assembly area for their location.

A copy of escape routes shall be posted in all offices, at all alarm stations and at all exits.

7.13.6 Sweep Check by Designated Responders

- Pure Technologies trained responders will establish a pattern that will permit covering the area in the shortest time, with a minimum of backtracking.
- When the evacuation alarm rings, stop work immediately and conduct a sweep of the area. Ask everyone to leave the premises immediately and proceed to the identified emergency assembly area for their location.
- If smoke or flame is encountered, leave that section immediately, finish the sweep and evacuate the building by activating fire alarm pull stations. Remember, if in doubt get out.
- If anyone refuses to leave, note their name and location and advise the client emergency services personnel.
- Meet the client emergency services personnel and advise them of your sweep or an area of smoke or flame that you were unable to check. Assist with head count and evacuation if required.
- Ensure that everyone stays at the emergency assembly area until the Emergency Coordinator has given an all clear to re-enter the building.
- In the event of inclement weather, the client will make arrangements to have buses either as temporary shelter or to transport personnel to another location.

7.14 Emergency Response Program Management

The Pure Technologies site manager will have the overall accountability for administering the Emergency Response Plan.

For the purpose of this Emergency Response Plan guidance the Emergency Coordinator will be designated by the site manager. His/her alternate will be the Site Safety Supervisor or otherwise designated by the site manager.

Employees performing rescue or evacuation must wear personal protective clothing and equipment appropriate to the hazards likely to be encountered.

7.14.1 Duties and Responsibilities

Emergency Coordinator ensures that:

- Evacuation drills are conducted on an annual basis.
- Inspections of facilities are performed monthly.
- All necessary repairs of components for evacuation paths are completed.
- Plans for the modification of any part of an evacuation path are reviewed.
- An up to date list of Fire Wardens is maintained.
- Radios and reflective vests and other response equipment are available.

During an evacuation or evacuation exercise, the Emergency Coordinator:

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- Coordinates activities in accordance with either local authorities or the client Security and ERT as required.
- Coordinates Fire Wardens and informs them the nature of the emergency via handheld radios.

Following an evacuation or evacuation exercise, the Emergency Coordinator:

- Notifies Fire Wardens that it is safe to re-enter the building.
- Prepares a report following an evacuation (actual or drill).
- Reports to management for follow up or corrective actions.

Site Safety Supervisor:

- Assist the Pure Technologies Emergency Coordinator when requested.

Contractors and Visitors

- All employees, users, contractors and visitors will follow the instructions of the Fire Wardens, Security, ERT, Safety Personnel, Managers and Supervisors when asked to evacuate the building.
- Know the two safest and most direct evacuation routes from their work area(s).
- Know the designated evacuation assembly point for the building.

7.15 Supporting Documents

- Emergency Response Plan Drill Report
- Site Specific ERP Template
- Emergency Vulnerability Assessment Template

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7.16 Site Specific Emergency Response Plan

Company name: Pure Technologies Inc.
 Location: 705 11 Ave. SW, Suite 200-300, Calgary AB
 Date completed: 03-03-2020

EMERGENCY OPERATIONS COORDINATOR (EOC)	<p>The emergency operations coordinator (EOC) is the person who serves as the main contact person for the company in an emergency. The EOC is responsible for making decisions and following the steps described in this emergency response plan. In the event of an emergency occurring within or affecting the worksite, the primary contact will serve as the EOC. If the primary contact is unable to fulfill the EOC duties, the secondary contact will take on this role.</p> <p>Primary contact: <u>Dustin Symon</u> Telephone number: <u>780-278-4606</u> Other phone number: <u>780-278-4606</u> E-mail: <u>Dustin.Symon@xyleminc.com</u></p> <p>Secondary contact: <u>Michael Ng</u> Telephone number: <u>780-670-5418</u> Other phone number: <u>780-977-8892</u> E-mail: <u>Michael.Ng@xyleminc.com</u></p>
EMERGENCY CONTACT NUMBERS	<p>Fire station: 8 - 911 for Emergency. Non-emergency: Calgary Fire Dept. 8 - 311 Ambulance: 8 - 911 for Emergency. Police: 8 - 911 for Emergency. Non-emergency: Calgary Police 403-266-1234 Hospital: 8 - 911 for Emergency. Non-emergency: Rockyview Hospital 403-943-3000</p> <p>Electric Company: _____ Emergency Response (24 hr) - Shut power off to affected area as applicable Gas Company: _____ Emergency Response(24 hr) - Shut off gas flow to affected area as applicable Phone Company: _____ Emergency Response(24 hr) - Report outages of phone service Other: _____</p>
POTENTIAL EMERGENCIES	<p>The following potential emergencies have been identified for this location:</p> <ol style="list-style-type: none"> 1 <u>Vehicle Collison / Accident</u> 2 <u>Equipment / Forklift Rollover</u> 3 <u>Medical Emergency</u> 4 <u>Fire / Explosion</u> 5 <u>Severe Weather / Tornado</u> 6 <u>Workplace Violence</u> 7 <u>Contact with Electrical Current</u> 8 <u>Minor Injury or Illness</u> 9 <u>Serious Injury / Fatality</u> 10 <u>Gas Leak</u> 11 <u>Chemical Spill / Release</u>

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<p>PROCEDURE TO FOLLOW IN EVENT OF EMERGENCY</p>	<div data-bbox="370 249 1500 375"> <pre> graph LR A[ASSESS THE SITUATION] --> B[IDENTIFY FURTHER HAZARDS] B --> C[PROTECT INJURED PEOPLE] C --> D[MAKE THE CALL FOR HELP] D --> E[SECURE THE SCENE] </pre> </div> <p>If an emergency develops, do the following:</p> <ul style="list-style-type: none"> • Remain calm, do not panic. • Assess the situation • Identify any other hazards • If a worker is injured, have someone stay with him/her until help arrives. • Call 911 and give: <ol style="list-style-type: none"> a. Your Name b. Your Phone Number c. Your Location d. Nature of the Emergency • Stay on the line and await instructions • The Emergency Services personnel will dispatch the appropriate response and evacuation vehicles, including STARS Air Ambulance. • Meet Emergency vehicle at a specified meeting point and direct to site. • Secure the Scene <p>NOTE: For emergencies that may arise at a remote jobsite where workers are under the direction of a prime contractor workers must follow the directions of that prime contractor. Instructions will be communicated to you when you arrive on location or on pre-job hazard or during safety meeting. If Pure Technologies is responsible for the site then the emergency procedures listed in the site plan are to be followed.</p>
<p>SPECIFIC EMERGENCY RESPONSE PROCEDURES FOR ALL IDENTIFIED EMERGENCIES</p>	<p>Vehicle Incident</p> <ol style="list-style-type: none"> 1. Stop - Failure to stop is a criminal offence 2. Call for assistance by phone or radio. (follow their instructions) 3. Give the exact location and details 4. Give first aid to injured (if you are trained) 5. Secure the scene (turn on hazard lights, put reflective triangles in place, direct traffic) 6. Assess the Situation 7. Take pictures when able – for investigation: position of vehicles, landscape, etc. 8. Hand out witness cards to witnesses (collect them when they are done filling them out) <p>Equipment / Forklift Rollover</p> <ol style="list-style-type: none"> 1. Call for assistance by phone (911). Give the exact location and details of the incident. 2. If qualified, provide basic first aid, and keep the person comfortable. Do not leave him/her unattended. 3. Do not move the person, unless it is necessary to prevent imminent harm (fire, chemical spill, etc). 4. If possible, stabilize the overturned equipment to prevent further movement. 5. Wait for Emergency Services to extract trapped persons. <p>Medical Emergency</p> <ol style="list-style-type: none"> 1. Call for assistance by phone or radio. Give the exact location and details of the medical emergency. 2. If qualified, provide basic first aid, and keep the person comfortable. Do not move the person. Do not leave him/her unattended. 3. Arrange for emergency medical transportation based on the medical planning portion of the site's Emergency Response Plan.

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	<p>Fatality or Serious Injury</p> <ol style="list-style-type: none"> 1. Suspend all operations 2. Call for Ambulance 3. Administer first aid (if applicable) 4. Contact RCMP (if a fatal injury is sustained) 5. Secure and isolate the area. 6. Contact Safety Manager or Representative <p>Fire</p> <ol style="list-style-type: none"> 1. Warn others in the immediate area. Notify the appropriate emergency response personnel by phone or radio and pull the nearest fire alarm if present. 2. If nearby staff have been trained, and it is safe to do so, fight the fire using a portable fire extinguisher. Remember, if in doubt get out. 3. Evacuate the premises via the nearest exit and proceed to the nearest Emergency Assembly Area 4. Re-enter only after the Emergency Coordinator has given an ALL CLEAR. <p>Explosion</p> <ol style="list-style-type: none"> 1. Get down on the floor, take shelter under tables or desks, and protect your face and head against flying glass and debris. 2. Once it is safe to do so, evacuate the premises via the nearest exit and proceed to the nearest Emergency Assembly Area. 3. Re-enter only after the Emergency Coordinator has given an ALL CLEAR. <p>Severe Cold Weather</p> <ol style="list-style-type: none"> 1. Limit driving to necessary trips only. Work from home if possible, with approval from manager. 2. Monitor local weather station for updates and information. 3. Avoid outdoor exposure. 4. Keep an emergency kit on hand, including: food, water, warm clothes, candles, required medicines, communication equipment, flashlights/lanterns. Be prepared for at least 72 hours without power, heat or outside assistance. <p>Tornado</p> <p><u>Caught inside a building:</u></p> <ol style="list-style-type: none"> 1. Stay away from windows, doors, and outside walls. (seek out inner hallways, washroom, closets) 2. Protect your head. 3. Stay away from mobile machinery; an automobile will not protect you. 4. Stay tuned to radio / television. Select the station with the best continuous information. 5. Hold onto something solid that is fastened down and is not likely to fly away. <p><u>If caught outside:</u></p> <ol style="list-style-type: none"> 1. Lie face down in a ditch, culvert or any other low lying area or lay flat; holding onto the base of a small tree, bush or shrubbery to avoid being lifted or blown away. 2. Get as far away from loose objects as possible <p><u>If caught while driving:</u></p> <ol style="list-style-type: none"> 1. Drive away from the funnel at a right angle or to its direction of travel (if possible). If you cannot escape the path of the funnel 2. get out of your vehicle immediately and seek shelter in a ditch or ravine, 3. Keep slope between you and the funnel. <p><u>After the tornado has passed</u></p>
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1. check and see if anyone needs help.
2. provide first aid to injured
3. proceed to the gathering point and wait for further instructions

Workplace Violence / Threats

1. Notify police immediately by phone and report the occurrence.
2. Do NOT attempt to physically intervene. Protect yourself first at all costs.
3. Notify Pure Technologies EHS Manager and HR Partner.

Active Shooter – 3 options

1. **Escape.** If you have a route to safety, RUN.
2. **Hide.** If you cannot escape, hide in a locked room and barricade the door; turn off lights and remain quiet. Remain hidden until police clear the room.
3. **Fight for your life.** If you cannot escape or hide, you may have to attempt to overpower the attacker. Use anything that can be used as a weapon to gain an advantage.

Contact with Electrical Current

1. Call for emergency help and medical assistance.
2. Don't try to separate the victim from the power source. (you can try to throw something at the line to break contact but DO NOT try to move the line by touching it with anything that you are holding onto)
3. Don't touch the victim unless you are absolutely certain the victim is not in contact with electrical wire.
4. Provide first aid once the casualty is free of contact.

Electrical fire

1. Unplug the burning or smoking appliance.
2. Get everyone out at once.
3. If the fire is small, use a CO2 or dry powder fire extinguisher. Never put water on an electrical fire.
4. Call for emergency assistance or the fire department. Tell the dispatcher your name, address, and that you have an electrical fire.

Minor Injury or Illness

1. Provide First Aid if required.
2. Report Injury or Illness to Operations Manager or EHS Manager.
3. Monitor injury or illness for worsening symptoms. If symptoms worsen or persist beyond 24 hours, seek medical attention.

Serious Injury or Fatality

1. Suspend all operations
2. Call for Ambulance
3. Administer first aid (if applicable)
4. Contact Police/RCMP (if a fatal injury is sustained)
5. Secure and isolate the area.
6. Contact Operational Manager and EHS Manager.

Gas Leak

If you smell gas:

1. STOP - turn off all equipment.
2. Immediately open windows and doors,
3. Evacuate the area
4. Do a head count

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5. If head count is correct move every one upwind of hazardous goods, spills leaks, fires, etc.
6. Notify the gas company from another location, as well as the police and fire department.
7. Do not re-enter the building unless you are told it is safe to do so.

Chemical Spill or Release

When encountering a spill of any nature, it is the employee's responsibility to:

- Warn others in the immediate area that a spill has occurred.
- Designate a fellow employee to guard the area.
- Inform the supervisor.

Minor Chemical Spill Indoors

1. Decide if you can safely handle the spill after reviewing the SDS; **IF UNSURE, CALL FOR ASSISTANCE.**
2. If malodorous/hazardous vapours are generated from the chemical spill which can be spread outside the local area, contact company Safety Manager for directions.
3. Eliminate all ignition sources if flammable material is involved.
4. Turn on fume hoods to capture or direct flow of vapours.
5. Use Spill Kit appropriate to the substance type & quantity:
 - a. Confine the spill to a small area.
 - b. Do not allow the material to spread.
 - c. Dike, block or contain the size of spread of liquid spill by using appropriate absorbing material (vermiculite, commercial absorbent, etc).
 - d. Appropriate protective equipment and cleanup materials (e.g. neutralizers, absorbent, etc.) must be used.
 - e. All lab and shop areas have their own spill kits.
6. Carefully remove other materials, containers, equipment from path of the spill.
7. Sweep solids of low toxicity into a dust pan and place into container for disposal.
8. Dispose of all cleanup materials as hazardous waste. Waste must be properly packaged in a leak-proof container, sealed and labelled with a hazardous waste label.
9. After removal of spilled material, if the chemical is soluble in water, the area should be washed with warm, soapy water to remove any remaining residue.
10. Report the incident to the supervisor

Chemical Spill Outdoors

1. Identify the chemical
2. Immediately report the incident to the Dispatcher or Safety Manager
3. Contain spill rapidly by diking with suitable material (kitty litter, vermiculite, etc.).
4. Attempt to prevent chemical from contaminating ground water and sewer system. Cover opening to sewer if able to do so.
5. Cordon off the immediate area.
6. Do not leave spill site unattended. Wait until assistance arrives

LOCATION OF EMERGENCY EQUIPMENT	LOCATION		Person(s) Trained
	Fire Alarm:	At every exit door.	Everyone
	Fire Extinguisher:	Located throughout building	Symon, Thompson, Staszuk
	PPE:	Electronics Lab. Shop Cage.	Staszuk, Russell, Reynolds
	Communication Equip:	Phone in each office.	Everyone
	Medical Supplies/First Aid Kits:	Lunch Room.	Symon, Thompson, Staszuk
	Auxiliary Communication Equip.:	Cell Phones.	Everyone
	Auto External Defibrillators:	Lunch Room.	Symon, Thompson, Staszuk
	Emergency Eye Wash:	Shop South Wall, near lunch room door.	Thompson, Bodrovics, Belward, Staszuk
	Power Backup:	Shop South Wall	Singh

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TRAINING REQUIREMENTS FOR EMERGENCY RESPONSE	Type of Training: <u>Standard 1st Aid</u> How Often: <u>3 years</u> Type of Training: <u>Fire Extinguisher</u> How Often: <u>3 years</u> Type of Training: _____ How Often: _____
EMPLOYEES TRAINED IN THE USE OF EMERGENCY EQUIPMENT	The following employees have received emergency equipment training: 1 <u>Dustin Symon</u> 2 <u>Matthew Thompson</u> 3 <u>James Staszuk</u> 4 <u>Zoltan Bodrovics</u> 5 <u>Robert Belward</u>
FIRST AID	Type of first aid kit: <u>Alberta #2</u> Location of first aid kit(s): <u>Lunch Room.</u> _____ _____ Other supplies: <u>Additional 1st Aid materials and equipment in shop lockers.</u> Transportation for ill or injured employees: <u>Pure Technologies Company vehicle or ambulance.</u> First aid attendant (employee trained in first aid): <u>Dustin Symon, Matthew Thompson, James Staszuk</u>
COMMUNICATIONS	We will communicate our emergency plans to employees in the following way: <u>Orientation. Safety Meeting.</u> _____ _____ In the event of a disaster, we will communicate with employees in the following way: <u>PA System, Emergency Coordinator address.</u> _____ _____
PROCEDURES FOR RESCUE AND EVACUATION	Evacuation plan for <u>Pure Technologies Nisku</u> location Warning System: <u>Fire Pull Stations, Phones</u> The warning system will be tested at least 1 time per year Muster Area: <u>Primary: South Side of building adjacent to main front doors</u> <u>Secondary: North fence of yard, directly across lot from Bay 1.</u> Person Responsible for issuing all clear: _____

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Symon, Ng

Temporary Shelter in place at : Lunch Room, Forge Board Room

CONTROL & DIRECTIONS

Each Responder has a designated duty as listed in the emergency contacts section of this plan.

1. Control the scene
2. Head count at the assembly area with list of all persons on site.
3. Contact emergency response personnel
4. Directing emergency response personnel to the scene
5. Accident investigation: witness statements and pictures

Site Responders: See Site Specific Contact List

EMERGENCY CONTACT INFORMATION

EMPLOYEE NAME	NUMBER	JOB RESPONSIBILITY
Anyone	Pull Stations	Sound the alert/Alarm
Dustin Symon	780-278-4606	Emergency Co-ordinator
Dustin Symon	780-278-4606	Activating the emergency plan.
Anyone		Call for external aid
Symon / Ng		Ordering evacuation
Darren Martin	780-670-5417	Alerting neighboring businesses & other outside population of possible risk
Patricia Thuillier	780-436-4400	Directing emergency response personnel to the scene
Dustin Symon	780-278-4606	Control the scene
Patricia Thuillier	780-436-4400	Head count at the muster area (Must have list of all persons on site)
Marshals		Ensure all doors are closed
Dustin Symon	780-278-4606	Initiate rescue operations
First Aiders		Attend to casualties - providing medical aid
Fire Team	780-278-4606	Fight fire
Symon, Ng	780-436-4400	Sounding the all-clear
Dustin Symon	780-278-4606	Accident investigation: witness statements and pictures

ANNUAL REVIEW

Ng, Chandrasekaran 780-436-4400 Advising Media

Next Review Date: January 2021

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Pure Technologies Emergency Management Contacts		
POSITION	PRIMARY CONTACT	CONTACT #
Safety Manager	Dustin Symon	780-278-4606
Nisku Shop Manager	Darren Martin	780-670-5417
VP Operations	Michael Ng	780-670-5418

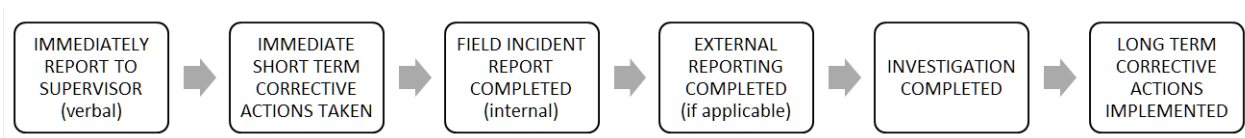
LOCATION AND USE OF EMERGENCY RESPONSE FACILITIES		
Fire Dept.	911	Emergency Assistance
Ambulance	911	Medical Aid
STARS Air Ambulance Worksite must be registered	911	Emergency medical helicopter service for remote worksites and communities.
Police/RCMP	911	Control and direct people during an emergency.
Dangerous Goods Spill CANUTEC	1-888-226-8832 (24 hrs)	Provides Information & Guidance for: first step response public safety measures potential hazards
Electric Company Emergency Response (24 hr)	Fortis 1-855-333-9473	Shut power off to affected area as applicable
Gas Company Emergency Response(24 hr)	AltaGas 1-866-222-2068	Shut off gas flow to affected area as applicable
Phone Company	(update per job/per location)	Report outages of phone service
HOSPITALS	Grey Nuns Hospital 1100 Youville Dr. (3015 62 St) Edmonton, AB	Emergency Medical care
RCMP (Police)	Leduc RCMP – 780-980-7267 4119 50 St. #1, Leduc, AB	Emergency Response, security, site control in an emergency.
FIRE DEPARTMENTS	Nisku Fire Station 780-955-7099 606 21 Ave. Nisku, AB	Put out fires, first response in case of accidents

EMERGENCY RESPONSE INFORMATION CONTACTS		
Environment Canada	604-666-6100	Information and legislation dealing with environmental issues. Oil and Chemical Spill Reports (24 hours)
WHMIS Hotline	1-800-387-5710	Ensures you have the information required to work safely with the controlled products in your work area. Know where the SDS (Safety Data Sheets) are located in your work area.
Poison Center	1-800-332-1414	Gives information & direction to people in emergency situations dealing with poisons.

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Procedures**NISKU Office & Shop: 1260 34 Ave. Nisku, AB**

DESIGNATED RESCUE AND EVACUATION WORKERS ON SITE		
NAME(S)	JOB RESPONSIBILITY	
ANYONE	Sound the alert/Alarm	
Dustin Symon	Emergency Co-ordinator	
Dustin Symon / Michael Ng	Activating the emergency plan.	
ANYONE	Call for external aid	
Symon / Ng / Martin	Ordering evacuation	
Darren Martin	Alerting neighboring businesses & other outside population of possible risk	
Patricia Thuillier	Directing emergency response personnel to the scene	
Dustin Symon / Michael Ng	Control the scene	
Patricia Thuillier	Head count at the muster area (Must have list of all persons on site)	
Symon / Martin / Thompson / Kroetch	Ensure all doors are closed	
N/A	Ensuring emergency shut offs are closed.	
Emergency Services	Initiate rescue operations	
Symon / Staszuk / Thompson	Attend to casualties - providing medical aid	
Symon / Staszuk / Thompson	Fight fire	
Dustin Symon / Michael Ng	Sounding the all-clear	
Dustin Symon / Michael Ng	Accident investigation: witness statements and pictures	
Michael Ng / Muthu Chandrasekaran	Advising Media	
SITE SPECIFIC LIST / LOCATION OF EMERGENCY EQUIPMENT & SUPPLIES		
EQUIPMENT & SUPPLIES	LOCATION	CONTACT #
Medical Supplies/First Aid Kits	Lunch Room	Symon 780-278-4606
Fire Fighting Equipment	Fire Extinguishers Throughout	Symon 780-278-4606
Rescue Equipment	Shop Cage	Thompson 780-670-5409
Auxiliary Communication Equipment	Cell Phones	Amarantes 780-670-5410
Automated External Defibrillators	Lunch Room	Symon 780-278-4606
Emergency Eye Wash	Shop South Wall near lunch room	Symon 780-278-4606
Respirators	Shop Cage	Symon 780-278-4606
Gas Detection Equipment	Shop Cage	Thompson 780-670-5409
Radiation Detection Equipment	N/A	
Chemical Detection Equipment	N/A	
Power Generators	Shop Cage	Thompson 780-670-5409
Mobile Equipment.	Shop Office	Thompson 780-670-5409
Emergency Protective Clothing	Shop Cage	Symon 780-278-4606

8. Incident Reporting & Investigations



8.1 Policy

Pure Technologies is committed to providing a safe working environment for our employees. Where an employee becomes aware of an incident, near-miss or other occurrence arising in the course of or in connection with the employee's work, that has caused or is likely to cause injury to that employee or to any other person, the employee shall, without delay, report the incident or occurrence to his Supervisor or Manager, orally or in writing.

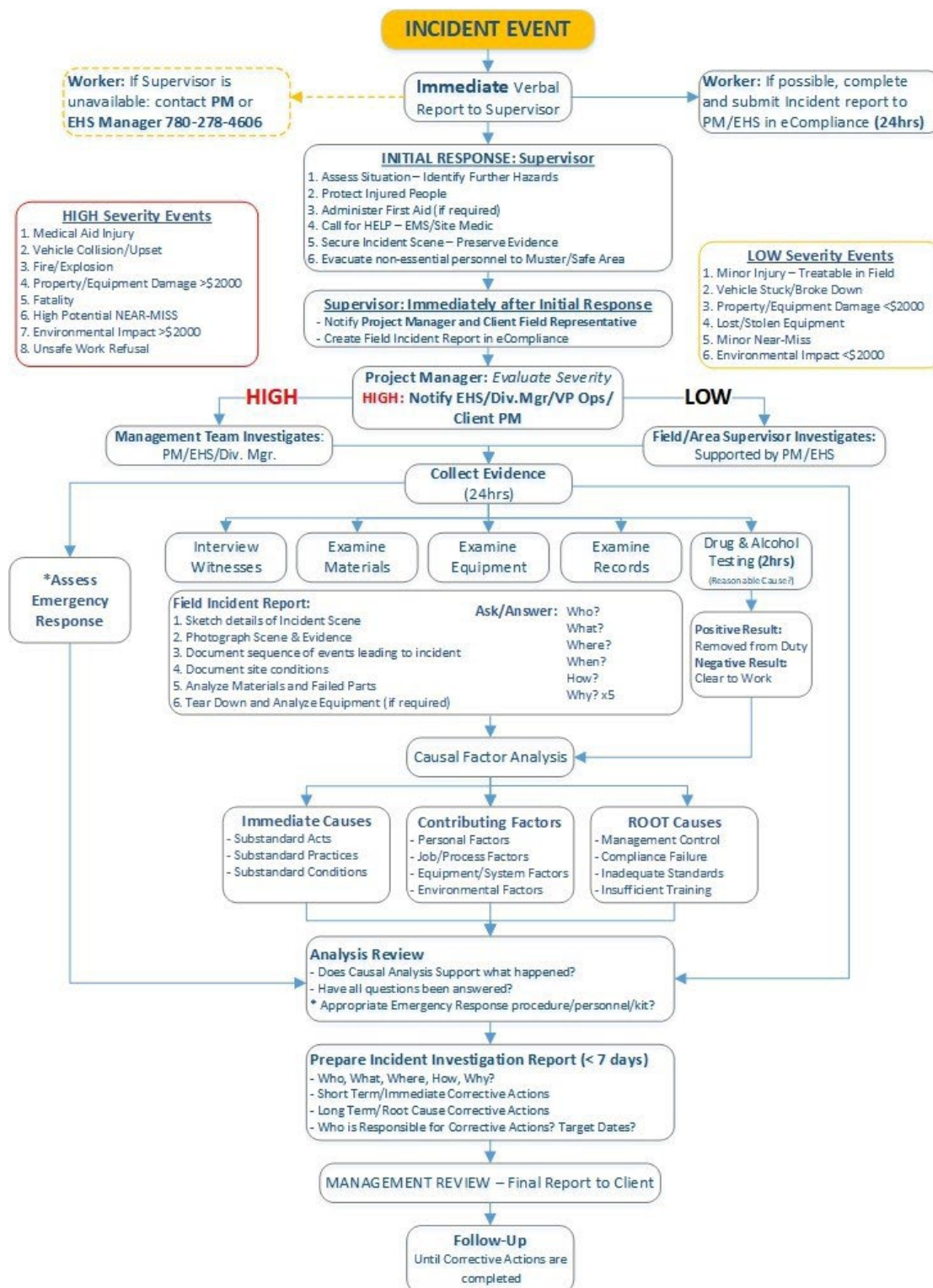
Written notification shall follow verbal notification. Supervisors are required to complete, or ensure completion of the Pure Technologies Incident Report Form and the Incident Investigation Report Form; and utilize the Pure Technologies Witness Statement Form for the workers and witnesses to the incident.

All workers will be trained to these standards through employee orientations and periodic refreshers will be included in team or safety meetings to reinforce the importance of incident reporting. Failure to report incidents, hazardous work conditions, or near misses shall result in disciplinary action.

All workers must follow this policy and procedures as outlined below.

The material in this document does not take precedence over applicable government legislation which all employees must follow.

8.2 Incident Reporting and Investigation Work Flow



Version: 2.2
8/16/2019

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8.3 Purpose

A systematic approach to incident investigation and analysis is essential to an effective occupational health and safety program. The purpose of this program is to ensure procedures for reporting, investigating and evaluating incidents, near-misses and non-conformances in order to prevent further occurrences.

8.4 Responsibilities and Duties

Division & Senior Managers

- Establish an environment that encourages employees to actively participate in Pure Technologies Health and Safety program.
- Participate in the development, maintenance and implementation of the Incident Reporting and Investigation process

Safety Manager

- Participate in the development, maintenance and implementation of the Incident Reporting and Investigation process
- Provide training necessary to facilitate the process.
- Complete all external reporting requirements
- Ensure investigations are conducted and assist in identifying corrective actions.
- Ensure review of all collisions in Pure Technologies vehicles.
- Ensure review of all 'reportable collisions' are completed in full.

Project Managers and Supervisors

- Conduct (and/or assist in) incident investigations.
- Complete all actions required to prevent recurrence of incidents.
- Correct and document non-conformances.

Employees

- Immediately report any injury, job related illness, collision, spill, or damage to any property to their immediate supervisor.
- If their immediate supervisor is not available, the worker is then to immediately notify the project manager or safety manager.
- When an employee is involved in a work-related incident or is aware of a condition that may cause one, the employee must report the incident or condition as soon as possible to their immediate supervisor. Incidents include any near miss, injury, job related illness, spill or damage to any property.
- Employees who could be first responders will be trained and qualified in first aid techniques to control the degree of loss during the immediate post-incident phase.
- Workers must cooperate fully in investigations.

8.5 Definitions

Incident Resource - An employee designated to coordinate and manage the required collection and distribution of incident information.

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Dangerous Occurrence - Any incident that does not result in, but could have resulted in, a fatality or serious bodily injury, as outlined in Occupational Health and Safety Regulations.

First Aid - First Aid means immediate treatment received by someone in the workplace after an incident. Dressing on a minor cut, removal of a splinter, typically treatment for household type injuries.

First Aid Register - A First Aid Register is a written logbook required by every workplace for recording every first aid treatment received by someone in the workplace.

Injury - Injury includes any disease or physical or mental impairment caused by exposure to factors associated with employment. Injuries can occur immediately from an incident, or develop over time after ongoing exposure, such as to hazardous materials leading to illness, repetitive movements leading to strain, etc.

Incident - an unplanned event that results in:

- a. Injury or illness of workers, contractors, visitors or bystanders within the control of our work area.
- b. Damage to equipment, vehicles or property
- c. Environmental Damage
- d. Loss of resources or data (financial losses)
- e. Interruption to operations, resulting in >2 hours of lost or extra time.

Incident Causes – Causes of an incident are identified during an investigation. There are often multiple causes at different levels including:

- Direct cause of an incident is what occurred immediately before the incident to cause or potentially cause the incident.
- Indirect causes of an incident are the sub-standard acts and/or conditions that lead to the incident occurring and answer “how” the incident happened.
- Root cause is the broader or systemic underlying causes that lead to the incident. These are usually expressed as a deficiency in the management system and answers “why” the incident happened.

Incident Investigation Team – employees or external resources that are designated by the Safety Manager or Senior Manager to investigate incidents.

Near-Miss - an unplanned event that:

- a. Could have resulted in Injury, Damage or Loss, had circumstances been slightly different.
- b. A close call, where injury, damage or loss was narrowly avoided.
- c. An opportunity to correct sub-standard acts or conditions, to prevent Injury, Damage or Loss.

*Could also be a Hazard that was not previously identified.

Occupational Injury – An injury which results from a work related activity.

Occupational Illness – Any abnormal condition or disorder caused by exposure to environmental factors while performing work that resulted in medical treatment by a physician for a skin disorder, respiratory condition, poisoning, hearing loss or other disease (frostbite,

heatstroke, sunstroke, welding flash, diseases caused by parasites, etc.). Do not include minor treatments (first aid) for illnesses.

Work- or Work-Related Activity – All incidents that occur in work related activities during work hours, field visits, etc. are reportable and are to be included if the occupational injury or illness is more serious than requiring simple first aid. Incidents occurring during off hours and incidents while in transit to or from locations that are not considered a worker's primary work are not reportable.

8.6 Training

Investigation team members are provided training on investigation techniques. Members of the incident investigation team shall be qualified and competent individuals. Pure Technologies shall provide training on the investigation techniques used during an incident investigation.

8.7 Actions Immediately Following an Incident

1. Call 911 (if applicable)
2. Ensure victim is looked after (safe from further harm and medical services provided as required)
3. Immediately report incident to supervisor (verbal)
4. Secure the Scene - Corrective actions taken immediately to ensure safety of everyone on site
5. Witness statements gathered
6. Field Incident Report completed by worker(s) and supervisor
7. External reporting completed if applicable
8. Complete investigation (identify root causes)
9. Long term corrective actions implemented to ensure this doesn't happen again

8.7.1 Accompanying Employees to Medical Treatment

Whenever possible, an authorized individual shall accompany any injured worker to the medical provider for initial treatment. This is to ensure the medical provider has all required information regarding the administration of workers compensation, availability of return-to-work job functions available and to ensure the worker receives the best possible medical attention.

8.8 Internal Incident Reporting Procedures

Pure Technologies requires immediate (as promptly as possible) verbal reporting of all collisions, incidents, workplace-related injury or illness, near misses and unsafe work refusals.

Employees must report incidents immediately after they occur. When an employee is involved in a work-related incident or is aware of a condition that may cause one, the employee must report the incident as soon as possible to their supervisor. Incidents include near misses, injuries, illnesses, property damage, etc.

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All work related injuries and illnesses are documented. Pure Technologies shall keep a record of each minor injury of which Pure Technologies is aware that affects any employee in the course of employment. A record shall contain:

- the date, time, and location of the occurrence that resulted in the minor injury.
- the name of the employee affected.
- a detailed description of the minor injury; and (d) the causes of the minor injury.

Occupational Health and Safety Regulations

Written notification shall follow verbal notification. Supervisors are required to complete the Pure Technologies Incident Report Form (eCompliance) and the Incident Investigation Summary Form (eCompliance) and utilize the Pure Technologies Witness Statement Form for the workers and witnesses to the incident.

All workers will be trained to these standards through employee orientations (Duty to Report) and periodic refreshers will be included in team or safety meetings to reinforce the importance of incident reporting. Failure to report incidents, hazardous work conditions, or near misses shall result in disciplinary action.

8.8.1 Incident Communications

Incidents and corrective actions must be communicated to all staff of Pure Technologies. Incident Summary Details shall be posted on bulletin boards and/or shall be discussed in safety meetings so all workers are informed of the incident and what was implemented to ensure non-recurrence. A copy of the incident summary will be included in the incident report file.

8.9 External Reporting Requirements

In addition to internal reporting requirement for Pure Technologies there are additional legal requirements for notification:

Pure Technologies shall report to the appropriate occupational health and safety regulator of the province or state in which they are working: the date, time, location and nature of any accident, occupational disease or other hazardous occurrence, as soon as possible but not later than provincial or state requirements.

If a reportable injury or accident described occurs at a work site, the prime contractor or, if there is no prime contractor, the contractor or employer responsible for that work site shall notify a Director of Inspection of the time, place and nature of the injury or accident as soon as possible.

If an injury or accident occurs at a work site or if any other serious injury or any other incident that has the potential of causing serious injury to a person occurs at a work site, the prime contractor or, if there is no prime contractor, the contractor or employer responsible for that work site shall:

- carry out an investigation into the circumstances surrounding the serious injury or accident,
- prepare a report outlining the circumstances of the serious injury or accident and the corrective action, if any, undertaken to prevent a recurrence of the serious injury or accident, and

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- ensure that a copy of the report is readily available for inspection by an officer

The prime contractor, contractor or employer who prepared the report shall retain the report after the serious injury or accident for the timeframe required by the provincial legislation.

A report prepared is not admissible as evidence for any purpose in a trial arising out of the serious injury or accident, an investigation or public inquiry under the Fatality Inquiries Act or any other action as defined in the Alberta Evidence Act except in a prosecution for perjury or for the giving of contradictory evidence.

Except as otherwise directed by a Director of Inspection, an occupational health and safety officer or a peace officer, a person shall not disturb the scene of an reported accident except insofar as is necessary in:

- attending to persons injured or killed,
- preventing further injuries, and
- protecting property that is endangered as a result of the accident

8.9.1 WCB Reporting

WCB provincial legislation requires that Pure Technologies report Injury or Illness Incidents in specified timeframe (a fatality is reported immediately). Reporting requirement timeframes vary depending on province.

Injuries that need to be reported include but are not limited to the following (depends on provincial requirements):

- Work-related injury that causes (or is likely to cause) a worker to be off work beyond the day of the injury.
- An injury that requires modified work beyond the day of injury.
- An injury that requires medical treatment beyond first aid.
- An injury that may result in a permanent disability.

8.9.2 RCMP / Police

Legislation requires a traffic collision be immediately reported to the RCMP or local provincial/state police if it results in death, injury, or property damage of defined provincial/state specified dollar amount. An incident report must be completed and data is then collected from these reports. Must report a collision to police within 24 hours of occurrence. Call **911** to reach local police or RCMP.

8.9.3 Environmental Incident Reporting

In the event of an environmental emergency or occurrence, such as an oil or chemical spill, federal and provincial/territorial/state authorities need to be notified in order to coordinate an adequate oversight of the response. Since environmental emergencies or occurrences are often local in nature and in order to reduce notification burden, the environmental notification system uses the following federal-provincial/territorial 24-hour authorities as the first point of contact. Environmental emergencies include hazardous or toxic spills, discharges, emissions, as well as dyke and dam failures, debris flows and floods.

United States

US Environmental Protection Agency: 1-800-424-8802

Canada

Alberta Environmental Enforcement Directorate: **780-422-4505 or 800-222-6514**

British Columbia Environmental Enforcement Directorate: **800-663-3456**

Manitoba Environmental Enforcement Directorate: **204-944-4888**

New Brunswick Environmental Enforcement Directorate: **902-426-6030 or 800-565-1633**

Newfoundland and Labrador Environmental Enforcement Directorate: **709-772-2083 or 800-563-9089**

Nova Scotia Environmental Enforcement Directorate: **902-426-6030 or 800-565-1633**

Ontario Environmental Enforcement Directorate: **416-325-3000 or 800-268-6060**

Prince Edward Island Environmental Enforcement Directorate: **902-426-6030 or 800-565-1633**

Quebec Environmental Enforcement Directorate: **514-283-2333 or 866-283-2333**

Saskatchewan Environmental Enforcement Directorate: **800-667-7525**

NWT Environmental Enforcement Directorate: **867-920-8130**

Nunavut Environmental Enforcement Directorate: **867-920-8130**

Yukon Environmental Enforcement Directorate: **867-667-7244**

8.10 Near Miss Reporting

Many safety activities are reactive and not proactive. Pure Technologies does not want to wait for losses to occur before taking steps to prevent an incident.

Focusing on near misses helps reduce the likelihood of having major incidents or minimize the damage they might cause if they do occur. Only a fortunate break in the chain of events prevented an injury, fatality or damage; in other words, a miss that was nonetheless very near. Other familiar terms for these events are a “close call,” a “narrow escape,” or in the case of moving objects, “near collision” or a “near hit.”

A faulty process or management system invariably is the root cause for the increased risk that leads to the near miss and should be the focus of improvement.

Incidents occur every day at the workplace that could result in a serious injury or damage. A near-miss program may help prevent future incidents. One problem that companies must overcome is employee’s fear of being blamed after reporting a near miss. This process is to identify hazards not lay blame. Pure Technologies makes the process of reporting a near miss as easy as possible.

Employees are required to report close calls. History has shown repeatedly that most loss producing events (incidents), both serious and catastrophic, were preceded by warnings or near miss incidents. Recognizing and reporting near miss incidents can significantly improve worker safety and enhance an organization’s safety culture.

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Near miss reporting is vitally important to preventing serious, fatal and catastrophic incidents that are less frequent but far more harmful than other incidents.

Management Responsibilities

- Create a policy and procedure that is communicated to all employees with the backing of senior management.
- Promote a culture of reporting with the support and help of all managers and supervisors.
- Educate employees on the reason why near miss reporting is a necessity, the important role that they play, and the process for reporting.
- Ensure that the near miss reporting process is easy to understand and use.
- Continue to communicate on the importance of near miss reporting encouraging the participation of all employees.
- Include training for new employees as a part of their orientation.
- Discipline workers who don't report near misses.
- Celebrate the success and value of the near miss reporting process with all employees
- When a near miss is reported, it must be investigated, determine its causes and implement appropriate safety measures to address those causes.

Worker Responsibilities

Report all near misses, close calls and unsafe conditions to supervisor, verbally; submit written follow-up report.

8.10.1 Near Miss Best Practices

- Every opportunity to identify and control hazards, reduce risk and prevent harmful incidents must be acted on.
- The reporting system is non-punitive and person reporting can be anonymous.
- Pure Technologies investigates near miss incidents to identify the root cause and the weaknesses in the system that resulted in the circumstances that led to the near miss.
- Investigation results are used to improve safety systems, hazard control, risk reduction, and lessons learned. All of these represent opportunity for training, feedback on performance and a commitment to continuous improvement.
- Capture sufficient data for statistical analysis, correlation studies, trending, and performance measurement. Near Miss & Safety Concern form must be used.
- Everyone shares and contributes in a responsible manner to their own safety and that of their fellow workers.
- Is considered to be a leading indicator of performance used in balance with other leading and lagging measures of performance.

8.11 Incident Investigation Procedures

All incidents must be investigated. When Pure Technologies has been notified of a work-related incident, Pure Technologies shall:

- appoint a qualified representative to complete an investigation of all incidents

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- notify the workplace committee or the health and safety representative of the hazardous occurrence and of the name of the person appointed to investigate it
- take necessary measures to prevent a recurrence of the incident

The investigation should take place as soon as possible after the incident occurs while the facts are still fresh within the minds of those involved (ex. witnesses). An incident investigation must be thorough and concerned only with cause and prevention and must be separate from administrative disciplinary action.

All investigations must be documented. Pure Technologies shall prepare a written investigation report including the description of the incident, any evidence collected during the investigation, an explanation of the contributing factors/root causes of the incident, and immediate corrective actions taken. The contributing factors/root causes of the incident must be documented.

Provincial OHS Act requires Pure Technologies to complete & submit a report to Occupational Health & Safety Office and investigate serious injuries of specific types. These may include any fatalities or injuries where a worker is hospitalized for two or more days and incidents involving fire, flood, explosion, building collapse and collapse/upset of a crane, derrick or hoist. Pure Technologies shall follow the local provincial reporting requirements.

In the case of a major injury or incident, the scene of the event should be closed off and kept "as is" at the time of the incident. This is vital for effective incident investigation.

Employees will be made aware of investigation policies and procedures and investigation results will be routinely shared with employees at safety meetings, posted at the work site and/or emailed to employees and other business units.

The timeframe for investigations is as soon as possible after the injured have been cared for and all of the potential hazards are removed.

A requirement for participation from all levels (including Managers, Supervisors, Health and Safety Committee Members and other workers who might bring specialized skills or knowledge to the investigation process).

Basic steps for conducting the investigation.

1. A requirement to identify direct, indirect and root causes.
2. A requirement to identify corrective action, a specific person responsible for follow-up and an associated timeline for completion.
3. A requirement for senior management review and sign-off once investigations are complete and follow-up action has been taken to prevent a recurrence of the incident.

No person shall hinder, obstruct or interfere with or attempt to hinder, obstruct or interfere with an investigating officer during the course of an investigation.

No person shall knowingly provide an officer with false information, or neglect or refuse to provide information required by an officer in the exercise of the investigation.

No person shall knowingly interfere with monitoring equipment or devices in our worksites.

8.11.1 Incident Classifications

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Near Miss – A near miss is a condition or unplanned event that didn't result in an injury, illness or damage to equipment or property but had the potential to do so.

Job Related Injury – An injury to staff, contractor, or client staff occurring during work related activity.

Job Related Illness – A job related illness effecting staff, contractor, or client staff occurring during work related activity.

Fatality – An injury resulting in the death of a worker.

Vehicle Damage – Damage to personal, business, contractor, or client owned vehicles or mobile equipment.

Property Damage – Damage to personal, business, contractor, or client owned property.

Security Incident – Any incident involving the security of staff, contractor, or client facilities, theft, violence or other security related incidents.

Fire/Explosion/Flood – Any unplanned incident involving fire, explosion, or flood.

Spill – The unintended release of a hazardous substance.

Contractor Related – Any incident involving a contractor of Pure Technologies.

Non-Conformance – An incident occurred because a safety, environmental or quality rule, policy or procedure was not followed.

Reportable Collision - Legislation requires a traffic collision be immediately reported to the police if it results in death, injury, or property damage of a minimum dollar amount (per local jurisdiction).

Regulatory – Any violation of federal, provincial, municipal or client legal or other requirements

8.11.2 Injury Classifications

Injuries shall be classified according to the following:

Recordable Incident: A work related incident resulting in medical treatment, modified duty, lost time, and/or fatality. First Aid/Medical Consultation is not considered a recordable incident.

Fatality: A death resulting from a work related incident.

Lost Workday Cases/Lost Time Incidents: A work related incident which results in the employee being off work beyond the day of the incident.

Restricted/Modified Duty: A work related injury that results in a change to the employee's regular job duties beyond the day of the incident.

This includes the employee being prevented from performing one or more of the routine functions of his/her job, and/or a change to the employee's work schedule. Enter incidents in this category only if the restricted/modified work was assigned by a Health Professional.

Medical Treatment Incidents (No Time Loss, No Restrictions): A work related incident which involves medical treatment from a health care professional followed by immediate return to work without restrictions.

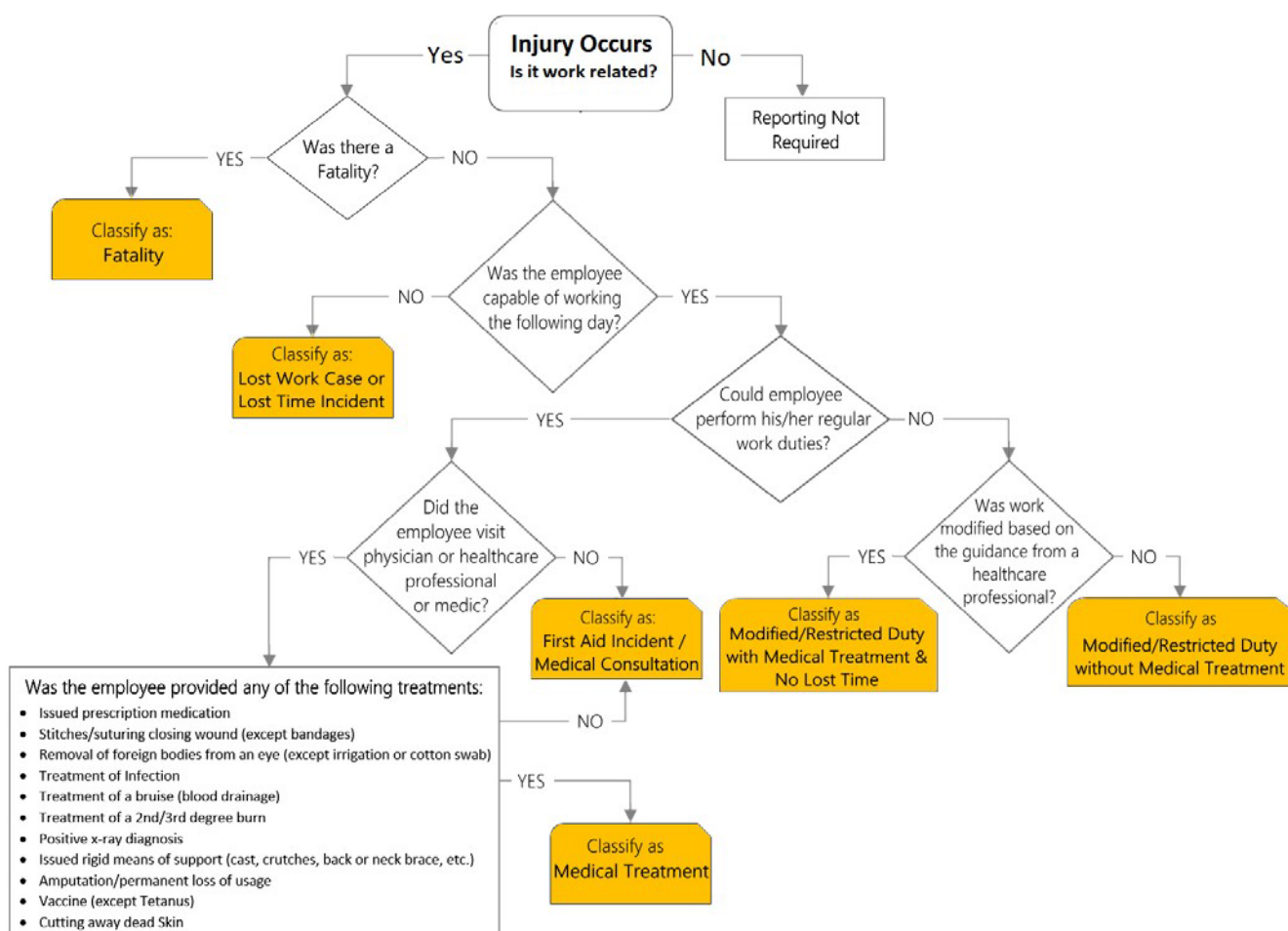
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Medical treatment includes issuance of prescription medication, wound closing/suturing, removal of foreign bodies from a wound (complicated), removal of foreign bodies from an eye (except irrigation and cotton swab), treatment of infection, treatment of a bruise via blood drainage, treatment of 2nd/3rd degree burn, issuance of a rigid means of support, amputation/permanent loss of usage, vaccine (except tetanus), and cutting away dead skin.

First Aid Incidents/Medical Consultation (No Treatment): A work related incident that typically does not require attention from a health care professional.

First aid includes visit to health care professional solely for observation, non-prescription medication, wound covering, removal of foreign bodies from a wound (uncomplicated), removal of foreign bodies from an eye via irrigation or cotton swabs, treatment of 1st degree burn, hot or cold therapy, diagnostic test (e.g. - x-ray, blood test), issuance of a non-rigid means of support, use of temporary immobilization devices (e.g. sling), use of eye patches, use of finger guards, tetanus immunization, cleaning of a wound on skin surface, drilling a nail to relieve pressure, drinking of fluids to relieve heat stress, and massage (except when prescribed by a health care professional).



To determine total number of **Recordable Incidents**: add all **Medical Treatment**, **Modified Duty**, **Lost Time** and **Fatality** Incidents together.

IMPORTANT: Record each incident only once at the highest level of severity.

The following are examples of incidents that will not be considered as recordable:

- The injury or illness involves signs or symptoms that surface at work but result solely from a non-work-related event or exposure that occurs outside the work environment.
- The injury or illness results solely from voluntary participation in a wellness program or in flu shot, exercise class or recreational activity.
- The injury or illness is solely the result of a worker eating, drinking, or preparing food or drink for personal consumption (whether provided by Pure Technologies or brought in). The injury or illness is solely the result of a worker doing personal tasks (unrelated to their employment) at the establishment outside of the worker's assigned working hours.
- The illness is the common cold or flu (Note: contagious diseases such as tuberculosis, brucellosis, hepatitis A, or plague are considered work-related if the worker is infected at work).

8.11.3 Corrective Actions

Corrective actions are identified and documented to prevent a recurrence of the incident. Managers are held accountable for ensuring corrective actions are implemented. The written incident investigation report shall include any immediate corrective actions that were taken as well as any long-term actions that are required to prevent the recurrence of the incident.

Corrective actions for safety improvement input are posted at each site and tracked by the Safety Manager to ensure timely follow up and completion. Corrective actions are also used as needed for revisions to site specific safety plans and the Pure Technologies Health and Safety Management System.

All incident investigations will be completed and signed off by most senior manager.

8.12 Incident Reporting and Investigation Forms

Pure Technologies has developed standard Incident Report and investigation Forms for use. The investigation report must include the following:

- the place, date and time of the incident
- the names and job titles of persons injured in the incident
- the names of witnesses
- a detailed description of the incident
- a statement of the sequence of events which preceded the incident
- identification of any unsafe conditions, acts or procedures which contributed in any manner to the incident
- recommended corrective actions to prevent similar incidents
- the names of the persons who investigated the incident.

First Aid Report

First aid legislation requires all injuries treated at the work site be recorded and the record be treated as confidential and kept in a secure area for three years. Pure Technologies uses a First Aid Report to document all first aid cases.

Near Miss/Safety Concern/Hazard ID Report

Even if a near miss or a safety concern has not resulted in an injury or damage to equipment it should still be reported, preferably in writing. Near Miss/Safety Concern/Hazard ID Reports are available and should be filled out. If a Near-Miss, Safety Concern or Hazard ID is reported verbally to the supervisor then the supervisor needs to fill out the report and be investigated as with any other incident.

Field / Incident Report Form

The Pure Technologies Incident Report Form is required to ensure that all relevant information is captured and maintained. The incident report form will be completed immediately after the event by the worker(s) involved and a copy given to the worker(s). The Pure Technologies copy of the Incident Report Form is used to initiate the incident investigation and will be maintained on file.

Incident Investigation Report Form

The Pure Technologies Incident Investigation Report Form prompts the investigation team to follow correct investigation procedures and will lead them to the identification of the root causes and appropriate follow-up action.

Witness Statements

Witness Statements will be utilized to obtain worker and witness information related to all incidents. The cards should be completed as soon as possible following the incident, will be dated, signed and

8.13 Unsafe Work Refusal

Workers have the right to refuse to carry out any work they reasonably think will put themselves, or others, in danger. Workers are protected from reprisal or discipline for exercising this right. Employers cannot take or threaten discriminatory action against a worker for exercising their rights and duties under OH&S legislation.

Asking a worker to work in a situation where there is a danger to health and safety is against OH&S laws.

Work involving health and safety hazards that are not normal for the job may be considered a dangerous condition that could trigger a work refusal.

8.13.1 Worker Obligations

If you're being asked to do work you think could present a danger for you or another, follow these steps:

1. Don't do the work.
2. Tell your supervisor or another designated person as soon as possible what you're refusing to do, and why.
3. Your employer must investigate and take action to eliminate the danger.
 - This may include the employer finding a qualified worker to do the work or implementing controls.

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4. Unless the danger is fixed immediately, the employer must prepare and provide you with a report once their investigation is complete that explains the actions they took to address the danger.
5. Contact the jurisdictional OH&S regulator if your employer won't stop work you think is dangerous.
6. Do other work that your employer assigns you in the meantime, providing:
 - you can reasonably do it
 - it is safe
7. Review the written report your employer gives you about their investigation into the danger, and the actions they take to fix it.
8. Contact the jurisdictional OH&S regulator if you think your employer hasn't corrected the situation.

8.13.2 Employer Obligations

An employer who has been notified that a worker is refusing work they think is unsafe, is required by law to investigate and eliminate the danger.

If a worker refuses unsafe work, follow these steps:

1. Investigate and take action to eliminate or control the danger.
2. Ensure that no other worker is assigned to the same work, or equipment, unless:
 - the danger has been eliminated
 - the worker to be assigned is not exposed to the danger
 - the worker assigned is informed of the refusal, the reasons for the refusal and their right to refuse work that presents a danger
3. You may temporarily assign the worker to another job, but at no loss of pay.
4. Document in writing:
 - the worker's notification
 - your investigation findings
 - what actions you took to remedy the situation
5. Involve the joint work site health and safety committee or health and safety representative, if there is one at the work site, in the investigation.
6. Give the committee or health and safety representative, if there is one, as well as the worker a copy of the written report.
7. If you have questions about how to handle a worker's refusal to do work they think is unsafe, call the jurisdictional OH&S regulator.

8.14 Supporting Documents

- Incident Report Form
- Near-Miss Report Form
- Incident Investigation Summary Form
- First Aid / Medical Aid Record Form

9. Program Administration – Records and Statistics



9.1 Purpose

The purpose of this document is to monitor and ensure continuing suitability, adequacy and effectiveness of the HSMS and to address needs for communication and changes to our HSMS. The material in this document does not take precedence over applicable government legislation which all employees must follow.

9.2 Assignment of Responsibility

Safety Manager

- Monitors health and safety compliance status and HSMS effectiveness
- Updates the HSMS where appropriate based on audits and decisions made in the management review.
- Implements changes identified in the management review process and resource assessment.
- Designated Safety Officer has the authority to hire and terminate drivers.

9.2.1 *Workers Compensation (WCB) Reporting*

WCB accounts must be set up in each province where Pure Technologies operates. Registration is completed online or by calling the provincial WCB office for your province or register online. Pure Technologies shall follow the local provincial workers compensation reporting requirements for the province in which the work is being completed. WCB claim forms for both Pure Technologies and the employee can be found online.

Six Features of Workers Compensation:

1. Workers are entitled to compensation benefits
2. Employers are protected from law suits
3. Collective liability and no-fault protection
4. Administered by the Workers Compensation Board
5. Governed by legislation
6. Funded only by employers

Pure Technologies reports earnings information on Employer Registration forms which are sent at regular intervals. Renewals must be completed by February 28 of each year or as required by specific provincial requirements.

9.3 Records and Record Management

Pure Technologies must ensure that all aspects the Health and Safety Management System are recorded, tracked and maintained. The record tracking system allows for statistical analysis and

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the identification of trends that may identify system areas in need of improvement. Examples of records that are maintained include:

- Employee training records
- Warnings and violations (employee and company)
- Work site inspection records
- Incident investigation reports
- Preventative maintenance records
- Health and safety meeting minutes

Health and Safety Program records should be kept for a minimum of three years.

9.3.1 Records Filing and Accessibility

Safety and health records shall be legible, identifiable and traceable to the activity, product, or service involved. The records shall be stored in identified secured locations and maintained in such a way that they are readily retrievable and protected against damage, deterioration, or loss.

9.3.2 Document and Data Control

Safety Manager

- Is responsible for validating and approving all documents and revisions to existing documents
- Is responsible for assuring documents included in an HSMS are in the proper format.
- Will ensure documents can be located, current versions are available and obsolete documents are removed and determine the routing path for review of a controlled document.

Document Format

HSMS documents shall be consistent in format and include a document date and revision number.

9.3.3 Employee and Driver Files

There will be one file maintained for each employee. All employee files must contain the following information. New employees will submit all of the following information to our office within first 2 weeks of employment.

- Job Application and Resume.
- Employment History with Previous 3 years prior to employment
- Telephone Reference Checks (completed by management)
- Signed and Dated "Statement of Acknowledgement"
- Emergency Contact and Medical Information, signed/dated
- Mandatory Safety and Work Rules must be reviewed, dated and signed.
- All records of employee warnings and violations
- Any accidents, incidents in the last 5 years.
- Copy of current Employees License
- Orientation of New Employees – checklist is initialed and dated by employee as training is completed

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- Performance Reviews
- Employee Responsibilities - Signed by employee
- Training Acknowledgement - Signed by employee
- Safety Orientation Acknowledgement form - Signed by employee

Employees will have a performance review at the end of the probationary period and then an annual review will be completed on each employee. Reviews may take place after disciplinary action to ensure behaviours have improved.

Pure Technologies will track training tickets and licenses expiry dates so they can be added and renewed as required.

All employee files will be kept for 5 years, after they have left Pure Technologies.

9.3.4 *Equipment and Vehicle Files*

Each light duty vehicle/machine and trailer file includes:

- Unit/plate or VIN number
- Make and Year of Vehicle

These can be an electronic database, copy of registration and label on file if the vehicle is leased for more than 30 days. Each file must contain the name of the person or company furnishing the vehicle.

Each vehicle has a file with the trip inspections for the past 6 months, longer if defaults are found and repairs made. These inspections must include:

- Date
- Vehicle Identification
- Odometer/hub or hour meter reading
- Description of work performed on vehicle

Repair records are kept for each vehicle. Each record includes the following information -

- Date
- Vehicle identification
- Odometer/hub or hour meter reading
- Description of work performed on vehicle
- Work completed must state whether in-house or outside service
- Repair bills are included in the file or a reference to who completed the work by indicating a provider, invoice number or work order number

Each vehicle has a file with lubrication records for the past 6 months. Each record includes the following information:

- Date
- Vehicle identification
- Odometer/hub or hour meter reading
- Description of work performed on vehicle
- Work completed must state whether in-house or outside service

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All modifications to the vehicles that affect their weight capacity have been recorded and are in the individual vehicle files.

All manufacturers' recalls have been recorded and a copy of the recall notice and date work was completed and by who are in the individual vehicle files.

All notices of defects are recorded when identified on the pre/post trip inspections. These notices are filed in appropriate file.

9.3.5 Financial Responsibility and Insurance Records

Pure Technologies will carry the minimum level of Public Liability and Property Damage Insurance

Will carry the minimum level of Public Liability and Property Damage insurance that requires an Emergency Response Plan for Transporting Dangerous Goods

Insurance files will contain the following information:

Will have in the file a policy or certificate with the policy number, type of insurance, insurance company name, broker name, effective date, expiry date and coverage limit

9.3.6 Vehicle Document Requirements

Each vehicle in the company will contain the following information.

Originals:

- Insurance pink cards
- Registration

9.3.7 Access to Medical Records

Health and safety records will be identified by the Safety Manager and are maintained based on legal, regulatory and business requirements.

The Safety Manager will maintain applicable medical and exposure records for all workers. All requests to access medical and exposure records and analysis based on those records must be submitted using the forms provided for that purpose.

The Safety Manager will assure access of each worker and/or their designated representative, to all exposure and medical records concerning the worker's work conditions or workplace within 15 working days from the day request is made. If the records cannot be provided within 15 working days, the worker or designated representative requesting the record shall be informed with the reason(s) for the delay and the earliest date when the record(s) can be made available.

Any designated representative must have the worker's written permission for access to exposure records and analyses.

Employees or their representatives will be provided with one copy of the records at no cost or free use of a copying machine. There will also be no charge for the first request for information by a recognized collective bargaining agent, even if the worker has previously received a copy of the same record. Additional copies will be provided at a cost of five cents per copy. Each

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copy provided will be stamped with the word COPY. At no time will original records and/or x-rays be loaned out to enable the requesting party to make a copy.

The authorized physician, nurse, or other responsible health care personnel maintaining worker's medical records may delete the identity of anyone who has provided confidential information concerning the worker's health status but cannot withhold the information itself.

When an analysis of medical records identifies the worker, a physician may remove direct or indirect personal identification. If this cannot be done, the personally identifiable portions need not be provided to the person seeking such information.

Employees and their designated representatives will be permitted, upon request, access to past and present exposure data to toxic substances or harmful physical agents.

Copies of exposure records of other workers with past or present job duties or working conditions like or similar to those of the worker are provided upon request.

Medical Examination

Medical examinations ordered under the OHS Act can only happen with the worker's consent. The worker's wages, benefits, and cost of the examination are Pure Technologies responsibility.

Physicians, along with other health care professionals, are required to report a person affected with, or suffering from, a notifiable disease.

The Director of Medical Services has expanded access to medical information for preventing occupational illness and injury.

Medical Examination Records of Workers Exposed to Hazards

If a worker is employed in a hazardous occupation or at a hazardous work site, a Director of Medical Services may

- require the worker's employer, within 30 days after the commencement of the worker's employment, to register with a Director the worker's name and the location of the work site where the worker is employed,
- require the worker's employer to send the worker for regular medical examinations by a physician with knowledge and expertise in occupational medicine, or as acceptable to the Director of Medical Services,
- prescribe the type and frequency of the medical examinations,
- prescribe the form and content of medical records to be compiled with respect to that worker, and
- prescribe the period of time for which those medical records must be maintained
- the worker may refuse to undergo part or all of a medical examination by giving the employer a written statement refusing it

Pure Technologies shall not coerce, threaten or force a worker into refusing part or all of a medical examination.

Pure Technologies shall ensure that, if it is reasonably practicable to do so, a medical examination is performed during normal hours of work.

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If the medical examination cannot be performed during normal hours of work, Pure Technologies must pay the worker the worker's applicable rate of pay for the time of the examination.

Personal employee information is safe guarded to prevent unauthorized access, use and disclosure.

It is important to Pure Technologies to keep our personal employee information as up to date as possible.

9.4 Privacy Policy and Procedures

The protection of personal information is important to Pure Technologies and we have a policy and procedures dealing with the protection of privacy. Any questions about this policy can be directed to the HR Business Partner.

Reference - Bill 44, the Personal Information Protection Act came into force January 2004.

Our employees and company play an important role in protecting personal information. Our employees are required to adhere to this policy and take all reasonable steps to ensure that personal information is protected from unauthorized access.

Our organization does not usually collect personal information from individuals as customers (other than contract information). In the event that we do collect personal information from an individual customer, that information will only be used by us to administer the contract for the product and/or services. When we do deal with individuals as customers, we collect the following types of personal information -

1. Customer or Company Name
 - In order to contact the customer for instructions and billing purposes.
2. Billing Address
 - In order to bill the customer for the services we provided.
3. Telephone Number
 - If requiring additional information regarding the services we are providing.
4. Name of Contact
 - If requiring additional information regarding the services we are providing.
5. Land Location of the Site
 - For billing purposes.

We only collect personal information directly from the customer except when we have the customers consent to collect information from elsewhere or are permitted by law to collect it without the customers consent.

We only use a customer's personal information for the purposes outlined above.

We disclose customers' personal information to the following third parties if -

The customer has requested us (by phone or fax) to forward information onto the customer. We do not disclose personal information to third parties for any other reason.

Business contact information is not protected by this policy. This type of information is not considered to be personal information and may be collected, used and disclosed without consent.

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Consent

In most cases customers consent to us collecting, using and disclosing personal information for the purpose outlined above and simply agree to provide us with the personal information.

Storing Your Personal Information

Information is kept after a project is completed in order to resolve any problems or concerns that may arise. We only keep personal information relating to customers for billing purposes. Our customers have the right to access the personal information we hold regarding them.

We apply our best efforts to protect our customer's privacy. If our customers have any concerns they are free to contact PRIVACY OFFICER, Privacy Officer. We hope that the Privacy Officer will be able to resolve any problems. If concerns are not resolved, the Officer can provide information about making a formal complaint.

Collect, Use and Disclosure of Personal Employee Information

Personal Employee Information - is personal information collected, used, or disclosed for the purpose of establishing, managing, or terminating an employment relationship.

"Personal Employee Information" includes the following:

- Name
- Home Address and Phone Number
- Employment History
- Disciplinary Record
- Tax Credit Information (Provincial and Federal)
- Medical Information or Disability
- Social Insurance Number
- Age
- Wage or Salary paid
- Sex
- Safety Certificates
- Family Status
- Marital Status
- Drives Abstract
- Provincial Health Care Number
- Spouse Details
- Children Details
- Beneficiary for Group Insurance

We will not disclose personal employee information to any other third party unless we have **written permission** from the employee and provide our employees with prior notification. We will **not** disclose the personal information of minor employees except to the government for the sole purpose of payroll and taxes and only with proper signed documentation for giving a work reference.

Employees may access their own personal employee information by making a request to the HR Business Partner. This individual can also address any concerns about the collection, use, or disclosure of personal employee information.

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Please feel free to contact the HR Business Partner with any questions.

If your position with our company is terminated please make arrangements to have the appropriate documents signed if you would like us to release information and details about which information can be released. An example would be if you require the above individual to supply job references, etc.

9.4.1 OHS Compliance and Enforcement

At any reasonable hour and without authorization, an OHS officer may enter into or on any work site and inspect that work site except for a premises used as a private dwelling

An OHS officer may require the production of any records, books, plans or other documents, including electronic documents that relate to the health and safety of workers and may examine them, make copies of them or remove them temporarily for the purpose of making copies

An OHS officer may use data storage, information processing or retrieval devices or systems that are used by Pure Technologies in order to examine records, books, plans or other documents

An OHS officer may require any person to provide the officer with all reasonable assistance, including using any computer hardware or software or any other data storage, processing or retrieval device or system to produce information

An OHS officer may inspect, seize or take samples of any material, product, equipment or other thing being produced, used or found in or on the work site that is being inspected cause any article, substance or sample taken pursuant to clause (e) to be dismantled or subjected to any process or test, but not in such manner as to damage or destroy it, unless under the circumstances damage or destruction thereto is unavoidable or necessary,

An OHS officer may bring along equipment or materials needed and be accompanied and assisted by a person who has special, expert or professional knowledge of a matter relevant to the inspection,

An OHS officer may make tests and take photographs, measurements or recordings in respect of any work site,

An OHS officer may require the employer or a person designated by the employer to demonstrate the use of any machinery, equipment, appliance or thing at a work site, and

An OHS officer may interview and obtain statements from persons at the work site or persons not located at the work site who have information related to the health and safety of workers at the work site.

An officer may enter and examine a room or place used as a private dwelling that is a work site only if

- the owner or person in possession of it consents to the entry and examination, or
- the entry and examination is authorized by a judge

9.5 Individual Health and Safety Performance Evaluation

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All workers, including management, will have their individual health and safety performance evaluated. Criteria will include consideration of positive and negative behaviour. Examples include:

- Adherence to or violation of health and safety requirements.
- Participation in voluntary programs.
- Positive contributions to the safety management process.

Methods of evaluation include individual performance appraisal, disciplinary process, complimentary letters of appreciation, etc.

9.6 Monitoring Statistics

Pure Technologies maintains an ongoing system for recording events in order to compare statistics over a period of time. Leading indicators measure the activities used by the organization to reduce the likelihood of an incident. Lagging indicators analyze the frequency, severity and type of incidents.

Pure Technologies will maintain and analyse statistics to help identify trends in both leading and lagging indicators. Leading indicators that can tell if systems are working as expected could include:

- Records of inspections - Are inspections being performed as required?
- Maintenance records – Records indicate all maintenance and repairs completed on each machine, vehicle, etc. as indicated on the unit registry.
- Meeting minutes - Are safety meetings being held according to the schedule?
- Investigation reports - Are appropriate causes being identified? Are corrections being made in a timely manner?

Maintaining statistics over time will allow the identification of trends which can be useful in determining where system changes may be needed.

9.7 Health and Safety Key Performance Indicators (KPI)

KPIs are used to determine what changes need to be made, to review individual project management success towards compliance and to track progress towards published goals and objectives. KPI results are supplied to Pure Technologies management on a monthly basis. Health and Safety KPIs are tracked for each divisional manager's responsible area and include:

- Injuries
- Days Away From Work Cases
- Restricted Work Cases, Recordable Medical Cases
- Total Recordable Injuries/Illness and Incident Rate
- First Aid Cases
- Hours Worked
- Vehicle Incidents and Property Damage or Loss
- Reportable Spills
- Workers Compensation Data

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9.8 Safety Audits

Whether completed by internal or external auditors, annual audits give Pure Technologies a means of identifying how its system measures against a recognized standard. Audit results communicate program successes as well as identify areas in need of improvement and will form the basis of action plans designed to make specified individuals accountable for corrective action within set timelines.

Management will follow up on the status of the action plan on a regular basis to ensure action items are being completed. The Safety Manager maintains a record of the audit. Results of the annual audit are incorporated into changes to the Pure Technologies Health and Safety Management System, site specific HSE plans or appropriate safety procedures.

9.8.1 Purpose of Audit

Pure Technologies learns from the audit findings. Audit will reveal strengths and weaknesses in Pure Technologies safety management system and give ideas for improvement. The purpose of this auditing program is to guide auditor, management and employees about the auditing process and procedures of Pure Technologies.

9.8.2 Responsibilities

Auditor

- Ensures safety auditor training is kept up to date
- Completes audit checklist & interviews employees
- Follow auditor Code of Ethics
- Follow the auditor's criteria
- Ensure that all information obtained is treated as confidential and must not be disclosed to parties other than the employer and the certifying partner except where authorized or legally obligated to do so.
- Act in good faith, responsibly with due care, competence, diligence, and without misrepresenting material facts
- Comply with all applicable laws, rules and regulations of Federal, Provincial and local governments as well as applicable regulatory agencies.
- Makes suggestions for action items

Managers and Supervisors

- Participate in audit with honesty and integrity
- Ensures audit action items are completed

Employees

- Participate in audit with honesty and integrity
- Follows action items as they pertain to their position in the company

9.8.3 Auditor Criteria

Accuracy: auditors must be accurate and consistent in their evaluation of data obtained through documentation, interviews, and observation.

H&S Manual, Policies and Procedures

Completeness: auditors must ensure their results are complete and avoid any omissions relevant to the scope of their audit.

Clarity: auditors must ensure their action items, suggestions for improvement, and notes, are clear, concise, reflective of the evaluation, and written in plain language.

Honesty: auditors must be honest in their assessments and in their dealings with all persons involved in the process.

Opinion: auditors must separate fact from opinion and be precise in their evaluations. Support for conclusions must be drawn from quantitative, measurable data.

Objectivity: auditors must deal with facts and not allow personal feelings or prejudices to affect their evaluation. Evaluations must be based on objective and measurable data, not subjective opinions or assumptions.

Relevance: auditors must ensure their action items and suggestions for improvement are relevant and will help improve their health and safety management system.

Timeliness: auditors must ensure they comply with all audit requirements, including timeliness of completion, submission, and corrections.

9.8.4 Audit Requirements

The health and safety system will be evaluated at least annually through the use of an audit process.

An action plan will be developed and implemented as a result of any internal or external audit.

Auditor must verify everything by personally inspecting both the work site and company records.

Audit is not limited to the safety department. Auditor will get input from supervisors, committee members and workers in gathering information during our audit.

Auditor will be open with all employees about the audit process and the benefits of conducting internal audits.

Once the hazards are identified, Pure Technologies needs to close the loop by determining what corrective actions are required and ensure employees are following them through to completion.

Pure Technologies will act on the findings by creating and assigning corrective actions based on the audit findings and monitor those actions to completion.

Areas being covered in the audit process include but are not limited to:

- Communication between management, supervisors and workers about safety issues and requirements
- Knowledge of roles and responsibilities at all levels of company
- Completion, review and updates of hazard assessments

H&S Manual, Policies and Procedures



- Controls including: elimination, substitution, engineering, administrative and PPE controls
- Completion, review and updating of Pure Technologies safe work practices and safe job procedures as required
- PPE availability, inspections and used in accordance with Pure Technologies policy and procedures
- Managers and employees knowledge of and compliance with legislation
- Completion of inspections and documented as required
- Completion of maintenance and documented as required
- Pure Technologies Emergency Response Plan is up to date and everyone in the company knows their roles and responsibilities in an emergency.
- Drills are completed and records of drills are maintained and action items completed.
- Training of employees is completed in accordance with the legislation and the company policies and procedures.
- Incidents, accident, near misses, first aid incidents are being reported and action items are identified and followed
- Safety stats are reviewed and communicated to all staff and action items are discussed
- Communication between Pure Technologies customers and Pure Technologies employees with regards to hazards and control measures on customer worksites.

A health and safety program must be reviewed every 3 years or more often if there is a change in circumstances at the work site that creates or could create a hazard to workers, and revised as appropriate.

10. Workplace Harassment & Violence

10.1 Harassment and Violence Policy

Everyone has the right to healthy and safe work environments that are free from harassment and violence. Pure Technologies is committed to a harassment and violence free workplace in which everyone is treated with dignity and respect.

Harassment involves any inappropriate conduct, comment, display, action or gesture by a person that involves a threat to the health and safety of another employee.

Definitions of harassment include:

1. Harassment that is based on prohibited grounds such as race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; and
2. Personal harassment that negatively affects the employee's psychological or physical wellbeing where the harasser knows, or should know, the harassment would humiliate or intimidate the employee.

Personal harassment often involves repeated occurrences. A single incident could also be considered personal harassment if it is shown to have a lasting, harmful effect on an employee. It does not include any reasonable action taken relating to the management of the place of employment.

Another form of personal harassment includes sexual harassment, which is conduct, comment, gesture or contact of a sexual nature that is offensive, unsolicited or unwelcome, is also prohibited.

Personal harassment may include:

- verbal or written abuse or threats
- insulting, derogatory or degrading comments, jokes or gestures
- personal ridicule or malicious gossip
- interference with another's work or 'work sabotage
- refusing to work or co-operate with others
- interference with, or vandalism of, personal property

Pure Technologies Managers and employees will take all complaints of harassment very seriously. Pure Technologies is committed to implementing this policy and to ensuring it is effective in preventing and stopping harassment, as well as creating a productive and respectful workplace.

In accordance with OHS Act, all employees, including managers and supervisors employed by Pure Technologies, shall refrain from causing or participating in the harassment of another employee, and co-operate with any person investigating harassment complaints.

Acts of violence will not be tolerated. Pure Technologies will take corrective action respecting any person under Pure Technologies direction who subjects any employee to harassment.

H&S Manual, Policies and Procedures

Employees must adhere to work practices that are designed to make the workplace more secure and do not engage in verbal threats or physical actions which create a security hazard for others in the workplace. All employees and employees are responsible and accountable for using safe work practices, for following all directives, policies and procedures and for assisting in maintaining a safe and secure work environment.

Employees of each property are responsible for ensuring that all policies and procedures involving workplace security are clearly communicated and understood by all employees. Managers and supervisors are expected to enforce the rules fairly and uniformly. The policy will be reviewed and updated every 3 years.

A copy of the workplace harassment policy for Pure Technologies must be posted in the workplace and be readily available to all employees.

10.2 Purpose and Scope

The purpose of these procedures is to ensure that employees receive neither injuries due to nor exposure to workplace violence and harassment. The material in this document does not take precedence over applicable government legislation which all employees must follow.

This program applies to all Pure Technologies operations.

10.3 Responsibilities

Safety Manager

- Develops and maintains a policy and program respecting potential workplace violence and/or harassment.

Property Manager

- Responsible for the implementation and maintenance of the program for their site and ensuring all assets are made available for compliance with the program.
- Enforcing by immediate, and with no hesitation, steps to immediately address any incident of workplace violence and/or harassment.

Employees

- All employees, including managers and supervisors, have a responsibility to ensure appropriate conduct in the workplace. Workers are required to refrain from causing or participating in the harassment of another employee, and they must co-operate with harassment investigations.
- All shall be familiar with this procedure and the local workplace Violence and Harassment program.
- Shall immediately report any exposure to or knowledge of workplace violence and/or harassment to their supervisor.

10.4 Responsibility to Inform Employees

Pure Technologies must inform employees who may be exposed to the risk of violence of the nature and extent of the risk. The duty to inform employees includes a duty to provide information when a risk of violence is identified related to the risk of violence from other known persons who

H&S Manual, Policies and Procedures



have a known history of violent behaviour and/or whom employees are likely to encounter in the course of their work.

Methods used to Educate Workers on the Pure Technologies Workplace Violence Program

All employees, including managers and supervisors, shall have training and instruction on general and job-specific workplace security practices. Training and instruction shall be provided when:

- The Workplace Violence Program is first established and periodically reviewed thereafter.
- Provided to all new employees and to other employees for whom training has not previously been provided.
- Provided to all employees, supervisors, and managers given new job assignments for which specific workplace security training for the job assignment has not previously been provided.
- Provided to all personnel whenever Pure Technologies is made aware of new or previously unrecognized security hazards.
- This violence and harassment policies must be posted in the workplace or otherwise readily available for reference by employees.

Workers are instructed in:

- How to recognize workplace violence and/or harassment
- The policy, procedures, and workplace arrangements that effectively minimize or eliminate workplace violence and harassment.
- The appropriate response to workplace violence and harassment, including how to obtain assistance, and procedures for reporting, investigating, and documenting incidents of workplace violence and harassment.

10.5 Risk Assessment

A risk assessment must be conducted to evaluate the risk of workplace violence. A risk assessment must be performed in any workplace in which a risk of injury to employees from violence arising out of their employment may be present.

10.6 Workplace Violence Control and Prevention

Pure Technologies will identify and institute a combination of control measures designed to eliminate or mitigate the risks of violence incidents. Traditional methods of engineering and administrative controls include the following:

10.6.1 Engineering Controls

Engineering controls to consider for the local workplace violence program include:

- Is lighting adequate to eliminate dark areas and heavy shadows and deter potential incidents from occurring?
- Are adequate escape and access routes present and known to the employees?
- Are all unused doors locked to limit access?
- Is access to work areas controlled and are there access procedures established for visitors?

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- Is there a list of "restricted visitors" or trespassers and is it maintained?
- Is entry to the area/building controlled with carded entry or security staff?
- Are physical security devices required (e.g., Closed Circuit TV, door locks, panic alarms)?
- Is there an effective means of communication between the employee and persons capable of responding to the employee's needs?

10.6.2 Administrative Controls

Administrative controls to consider for the local workplace violence program include:

- Are the duties that create a safety risk necessary? Can modification or elimination of these duties be made?
- Are work procedures developed?
- Is staff trained in work procedures?
- Is there sufficient and qualified staff coverage during times of greater risk?
- Can staff double-up for specific locations or situations where the probability of violence is higher?
- Can money handling be reduced or improved?
- Has the local workplace Working Alone Plan factored in workplace violence threats?
- Is an escort or buddy service required for employees working after hours?
- Can hours of operation be modified to close the workplace to the public during high-risk hours (late at night and early in the morning)?

10.7 Compliance

All employees are responsible and will be held accountable for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work environment.

A person must not engage in any improper activity or behaviour at a workplace that might create or constitute a hazard to themselves or to any other person. Improper activity or behaviour must be reported and investigated.

Managers, supervisors and employees will comply with work practices that are designed to make the workplace more secure and enjoyable and will not engage in threats, harassment or physical actions which create a hazard for others in the workplace. Pure Technologies will:

1. Inform employees, supervisors and managers about the Workplace Violence & Harassment Program.
2. Evaluate the performance of all employees in complying with the establishment's workplace security measures.
3. Recognize employees who perform work practices which promote security and cohesiveness in the workplace.
4. Provide training and/or counselling to employees who need to improve work practices designed to ensure workplace security.
5. Discipline employees for failure to comply with workplace security practices.
6. Follow established workplace security directives, policies and procedures.

H&S Manual, Policies and Procedures



Managers and supervisors will maintain an open, two-way communications system on all workplace safety, health and security issues. Pure Technologies has a communication system designed to encourage a continuous flow of safety, health and security information between management and employees without fear of reprisal and in a form that is readily understandable. The Pure Technologies communication system consists of the following items:

- New employee orientation on the workplace security policies, procedures and work practices.
- Annual review of the Workplace Violence Program with all personnel.
- Training programs designed to address specific aspects of workplace security unique to the establishment.
- Regularly scheduled safety meetings with all personnel that include workplace security discussions.
- A system to ensure that all employees, including managers and supervisors, understand the workplace security policies.
- Posted or distributed workplace security information.
- A system for employees to inform management about workplace security hazards or threats of violence or incidents of harassment.
- Procedures for protecting employees who report threats from retaliation by the person making the threats.

10.8 Workplace Security Inspections

Inspections to identify and evaluate workplace security hazards and threats of workplace violence will be performed on the following schedule:

Quarterly

- When new, previously unidentified security hazards are recognized
- When occupational injuries or threats of injury occur, and
- Whenever workplace security conditions warrant an inspection.

Periodic inspections for security hazards consist of identification and evaluation of workplace security hazards and changes in employee work practices, and may require assessing for more than one type of workplace violence. Each establishment performs inspections for each type of workplace violence by using the methods specified below to identify and evaluate workplace security hazards.

10.9 Reporting and Investigation Procedure

Incidents of workplace violence or harassment must be reported and investigated. The following provides information on how to report an incident of violence or harassment and how an incident of violence or harassment will be investigated:

10.9.1 Reporting an Act of Violence

In the event of an incident of violence any employee shall immediately contact their immediate supervisor.

In the event of violence the RCMP or Local Police may need to be called

H&S Manual, Policies and Procedures



All employees will strictly follow Pure Technologies policies and procedures for a thorough investigation of the incident.

A Pure Technologies Manager shall lead the investigation with the assistance of those parties designated by the Human Resources department.

10.9.2 Investigation

Procedures for investigating incidents of workplace violence and harassment include:

1. Reviewing all previous incidents.
2. Visiting the scene of an incident as soon as possible.
3. Interviewing threatened or injured employees and witnesses.
4. Examining the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
5. Determining the cause of the incident.
6. Taking corrective action to prevent the incident from recurring.
7. Recording the findings and corrective actions taken.

10.9.3 Physician Consultation

Victims of workplace violence are advised to consult a health professional. Pure Technologies must ensure that an employee reporting an injury or adverse symptom as a result of an incident of violence is advised to consult a physician of the employee's choice for treatment or referral.

10.10 Supervisor and Safety Staff Training

1. Methods to encourage employees to report incidents of violence or harassment
2. Methods to support employees who report incidents
3. Skill in handling crisis situations, identifying the warning signs of aggression
4. Techniques and skills to manage and resolve conflicts
5. Identifying precipitating factors (e.g., mental health issues, workplace stress, substance abuse)

10.11 Recordkeeping and Review

Periodic updates and reviews of the following workplace violence or harassment reports and records will be made:

- Incident reports
- Insurance records
- Police reports
- Workplace survey
- Accident investigations
- Training records
- Grievances
- Inspection information

Supporting Document: Workplace Violence Risk Assessment Checklist

PAYMENT & PERFORMANCE BONDS



BID BOND

KNOW ALL BY THESE PRESENTS, That we, PURE TECHNOLOGIES U.S. INC.

of 8920 State Route 108, Columbia, MD 21045

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

(hereinafter called the Surety), as Surety are held and firmly bound unto Fulton County Department of Purchasing & Contract Compliance

130 Peachtree Street, S.W., Suite 1168, Atlanta, GA 30303

(hereinafter called the Obligor) in the penal sum of _____

Five Percent of Amount bid Dollars (5% of Amount Bid)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligor on a contract for _____

Invitation To Bid #24ITB230702A-BKJ, Valve Assessment

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligor for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 22nd day of February, 2024.

[Signature]

Witness

PURE TECHNOLOGIES U.S. INC.

(Seal)

Principal

[Signature]
Director of Operations, Service Solutions

Title

[Signature]
Valorie Spates

Witness

LIBERTY MUTUAL INSURANCE COMPANY

By

[Signature]
Anne Potter

Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8210937- 015009**

POWER OF ATTORNEY

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, Debra A. Deming, Sandra Diaz, Vilma Gonzalez, Peter Healy, Pablo Garcia Horcajo, Jennifer L. Jakaitis, Francesca Kazmierczak, Aklima Noorhassan, Anne Potter, Frances Rodriguez, Valorie Spates, Susan A. Welsh, Beverly A. Woolford

all of the city of New York 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 6th day of November, 2023.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of November, 2023 before me personally appeared David M. Carey, 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, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
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 David M. Carey, 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 22nd day of February, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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.



LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums.....	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve.....	197,278,000
Agents' Balances or Uncollected Premiums.....	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	166,740,412	Other Liabilities.....	9,206,000,954
Other Admitted Assets	15,968,062,977	Total.....	\$47,860,270,390
Total Admitted Assets	<u>\$69,850,735,943</u>	Special Surplus Funds	\$195,696,103
		Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

T. Mikolajewski

Assistant Secretary



Health and Human Services

24-0396 **Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 24ITB230702A-BKJ, Valve Assessment in the amount of \$600,000.00 with Pure Technologies U.S., Inc. d/b/a Wachs Water Services (Buffalo Grove, IL) to provide valve condition assessment services. Effective upon execution of contract through December 31, 2024, with two renewal options. **(APPROVED)**

A motion was made by Commissioner Barrett and seconded by Commissioner Thorne, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Arrington, and Abdur-Rahman

Did Not Vote: Hall

24-0397 **Behavioral Health and Developmental Disabilities**

Request approval of a Memorandum of Understanding (MOU) between Fulton County, the Fulton County Department of Behavioral Health and Developmental Disabilities (BHDD) and Grady Memorial Hospital Corporation d/b/a Grady Health System for the purpose of continuing integrating strategies to provide medication assisted outpatient treatment of substance abuse for Fulton County residents . Fulton County shall pay Grady Memorial Hospital in an amount not to exceed \$464,000.00 annually or as otherwise provided by an amendment to this MOU. Effective January 1, 2024 through December 31, 2024. **(APPROVED)**

A motion was made by Commissioner Barrett and seconded by Commissioner Thorne, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, Arrington, and Abdur-Rahman

Justice and Safety

24-0398 **State Court**

Request approval to increase the spending authority - State Court, 22SS049A-KM, Substance Use Disorder ("SUD") monitoring in the amount of \$160,000.00 with Avertest, LLC, (Richmond, VA) to provide SUD monitoring services delivered via Aversys, a proprietary web-based application, drug testing services and products for the Fulton County DUI Treatment Court. Effective upon BOC approval to December 31, 2024. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Barrett, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, Arrington, and Abdur-Rahman

Health and Human Services**24-0396 Public Works**

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Justice and Safety**24-0398 State Court**

Request approval to increase the spending authority - State Court, 22SS049A-KM, Substance Use Disorder ("SUD") monitoring in the amount of \$160,000.00 with Avertest, LLC, (Richmond, VA) to provide SUD monitoring services delivered via Aversys, a proprietary web-based application, drug testing services and products for the Fulton County DUI Treatment Court. Effective upon BOC approval to December 31, 2024. **(APPROVED)**

A motion was made by Commissioner Thorne and seconded by Commissioner Barrett, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Ellis, Barrett, Hall, Arrington, and Abdur-Rahman

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

Signed by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONSULTANT:

**Pure Technologies U.S. Inc.
DBA Wachs Water Services**

DocuSigned by:

Todd Huffman

Todd Huffman
Vice President

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commissioners

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Patrick O'Connor

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

David Clark, Director
Public Works

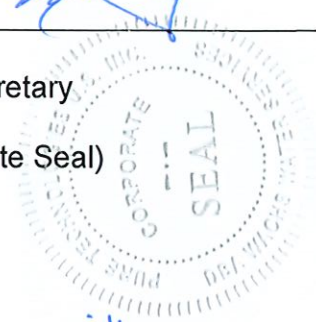
xxx

ATTEST:

[Signature]

Secretary/
Assistant Secretary

(Affix Corporate Seal)

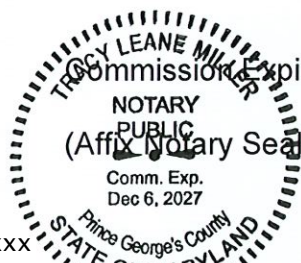


ATTEST:

[Signature]

Notary Public

County: Howard



x

xxx

ITEM# xxx RCS: xxx
RECESS MEETING

ITEM#: 24-0396 RM: 6/5/24 First Reg Meeting
REGULAR MEETING

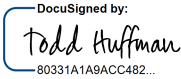
Certificate Of Completion

Envelope Id: 4CD70170C7B8488297E4910CC1E8581B	Status: Completed	
Subject: 24ITB230702A-BKJ, Value Assessment		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 217	Signatures: 5	Envelope Originator:
Certificate Pages: 7	Initials: 0	Brian Jones
AutoNav: Enabled	Stamps: 1	141 Pryor Street
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		brian.jones@fultoncountyga.gov
		IP Address: 209.64.129.151

Record Tracking

Status: Original	Holder: Brian Jones	Location: DocuSign
6/21/2024 12:17:20 AM	brian.jones@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Todd Huffman	<div>DocuSigned by:  80331A1A9ACC482...</div>	Sent: 6/21/2024 12:31:24 AM
Todd.Huffman@xylem.com		Resent: 7/1/2024 10:19:12 AM
Vice President		Resent: 7/25/2024 2:34:29 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Viewed: 7/25/2024 2:43:00 PM
	Using IP Address: 208.127.246.165	Signed: 7/25/2024 2:51:06 PM

Electronic Record and Signature Disclosure:
Accepted: 7/25/2024 2:43:00 PM
ID: 94c3e641-acd4-4723-9def-a8f3a72e2f98

Brian Jones
brian.jones@fultoncountyga.gov
Assistant Purchasing Agent
Fulton County Government
Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 172.56.70.105

Sent: 9/18/2024 12:01:35 PM
Viewed: 9/19/2024 12:03:35 PM
Signed: 9/19/2024 12:03:55 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

David Clark
David.Clark@fultoncountyga.gov
Director
Public Works
Security Level: Email, Account Authentication (None)

DocuSigned by:


65CE1C9FDD834B8...

Signature Adoption: Pre-selected Style
Using IP Address: 107.115.112.16
Signed using mobile

Sent: 9/19/2024 12:04:00 PM
Viewed: 9/19/2024 12:46:26 PM
Signed: 9/19/2024 12:46:31 PM

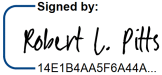
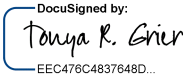

Electronic Record and Signature Disclosure:
Accepted: 11/13/2017 1:07:14 PM
ID: 62e0a41e-60ea-4640-a1cb-69bfc2cfa732

Patrick O'Connor
Patrick.OConnor@fultoncountyga.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:

68048F0EDCEC451...

Signature Adoption: Pre-selected Style
Using IP Address: 74.174.59.4

Sent: 9/19/2024 12:46:35 PM
Resent: 9/23/2024 10:21:08 AM
Viewed: 9/24/2024 1:37:31 PM
Signed: 9/25/2024 9:29:00 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 9/25/2024 8:52:54 AM ID: c57dc117-e8b0-4df6-8549-6e2a9f333272		
Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	Completed Using IP Address: 68.208.197.4	Sent: 9/25/2024 9:29:05 AM Viewed: 9/25/2024 9:35:01 AM Signed: 9/25/2024 9:37:56 AM
Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts harriet.thomas@fultoncountyga.gov Chairman Security Level: Email, Account Authentication (None)	Signed by:  14E1B4AA5F6A44A... Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 9/25/2024 9:38:01 AM Viewed: 9/25/2024 9:39:44 AM Signed: 9/25/2024 9:40:08 AM
Electronic Record and Signature Disclosure: Accepted: 9/25/2024 9:39:44 AM ID: ea424fdf-9c1b-4396-938a-6321f75bc79d		
Tonya R. Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)	DocuSigned by:  EEC476C4837648D...  Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10	Sent: 9/25/2024 9:40:13 AM Viewed: 9/25/2024 10:38:50 AM Signed: 9/25/2024 10:39:09 AM
Electronic Record and Signature Disclosure: Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
Brian Jones brian.jones@fultoncountyga.gov President-Elect Fulton County Government Security Level: Email, Account Authentication (None)	Completed Using IP Address: 74.174.59.10	Sent: 9/25/2024 10:39:16 AM Viewed: 9/25/2024 10:44:11 AM Signed: 9/25/2024 10:44:33 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Tracy Miller tracy.miller@xylem.com Office Manager Xylem, Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/10/2024 4:15:03 PM ID: 0e6118fc-c79c-45b2-8b36-5ccbb5c953f5	COPIED	Sent: 9/11/2024 11:51:30 AM Viewed: 9/16/2024 9:09:37 AM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/25/2024 10:44:39 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/21/2024 12:31:24 AM
Envelope Updated	Security Checked	7/25/2024 2:34:28 PM
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Envelope Updated	Security Checked	9/25/2024 9:43:36 AM
Envelope Updated	Security Checked	9/25/2024 9:43:36 AM
Certified Delivered	Security Checked	9/25/2024 10:44:11 AM
Signing Complete	Security Checked	9/25/2024 10:44:33 AM
Completed	Security Checked	9/25/2024 10:44:39 AM
Payment Events	Status	Timestamps

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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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