

2004

Yvonne Day v. U-Systems, Inc. : Brief of Appellant

Utah Court of Appeals

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IN THE ~~UTAH~~ COURT OF APPEALS

YVONNE DAY,

:

Plaintiff/Appellant,

VS.

U-SYSTEMS, INC.,

Case No. 20040697-CA

Defendant/Appellee

BRIEF ~~OF~~ APPELLANT YVONNE DAY

Appeal From the ~~Second~~ District Court, Layton Department
Judge ~~Thomas L. Kay~~ Presiding

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STATEMENT OF JURISDICTION

This Court has jurisdiction pursuant to a transfer order from the Utah Supreme Court under Utah Code Annotated §78-2-2(4)(West 2004) and Rule 3 of the Utah Rules of Appellate Procedure.

FILED
UTAH APPELLATE COURTS
MAR 04 2005

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TABLE OF CONTENTS

Statement of The Issues	1
Standards of Review	1
Statutory Provisions	1
Statement of the Case	2
Statement of Facts	2
Summary of the Argument	6
ARGUMENT	6
I. THE FAILURE TO ADMIT INTO EVIDENCE AT TRIAL RELEVANT INFORMATION BEARING ON PROXIMATE CAUSATION HAS A SUBSTANTIAL INFLUENCE ON TRIAL OUTCOME.	6
II. THE TRIAL COURT ERRONEOUSLY EXCLUDED THE CONSTRUCTION CONTRACT FROM EVIDENCE AND IT WENT DIRECTLY TO THE ISSUE OF PROXIMATE CAUSATION.	8
III. MR. TODD WAS A QUALIFIED CONSTRUCTION EXPERT CAPABLE OF TESTIFYING ABOUT THE IMPLEMENTATION OF THE RELEVANT SAFETY CODES IN THE CONSTRUCTION INDUSTRY REGARDING SAFE STORAGE OF SHEETROCK. THE TRIAL COURT EXCLUDED THE TESTIMONY UPON THE MISCONCEPTION HE NEEDED TO HAVE UTAH CONSTRUCTION EXPERIENCE.	10
CONCLUSION	13
ADDENDUM	15

TABLE OF AUTHORITIES

STATE CASES

Alder v. Bayer AGFA Div, 61 P.3d 1068 (Utah 2002)	8
Ault v. Holden, P.3d 781	1
DCR Inc. v. Peak Alarm Co., 663 P.2d 433 (Utah 1983)	8
Gaw v. State Dept. of Transportation, 798 P.2d 1130 (Utah App. 1990)	10
Holmstrom v. C.R. England, 8 P.3d 281 (Utah App. 2000)	7, 10
Milligan v. Capitol Furniture Co., 335 P.2d 619 (Utah 1959)	7
Naranjo v. Naranjo, 751 P.2d 1144, 1146 (Utah App. 1988)	11
Nelson By and Through Stuckman v. Salt Lake City, 919 P.2d 568 (Utah 1996)	7
Ostler v. Albina Transfer Co., 781 P.2d 445 (Utah App. 1989)	1, 11
Redevelopment Agency v. Tanner, 740 P.2d 1296, 1303-4 (Utah 1987)	11

STATEMENT OF THE ISSUES

The jury in this case held that plaintiff had proved defendant was negligent but that defendant's negligence did not proximately cause plaintiff's injury. The trial court, prior to trial, had ruled that the construction contract entered into between the defendant and federal government would not be admitted into evidence and barred plaintiff's construction expert from testifying.

Both rulings were in error and the excluded evidence went directly to the issue of proximate causation. Had the excluded evidence been received by the jury it would have had a substantial influence in bringing about a different verdict. Plaintiff is, therefore, entitled to a new trial.

STANDARDS OF REVIEW

1. In reviewing the trial court's legal conclusion to exclude the construction contract from evidence the review is for correctness, granting no deference. Ault v. Holden, P.3d 781.

2. The review of the trial court's decision to exclude plaintiff's expert testimony is for an abuse of discretion. Ostler v. Albina Transfer Co., 781 P.2d 445 (Utah App. 1989)

STATUTORY PROVISIONS

None.

STATEMENT OF THE CASE

Following the trial court's evidentiary rulings the case was tried to a jury. The jury held that plaintiff had proved defendant U-Systems was negligent as alleged (Jury Instruction No. 26, R. 567) but that defendant U-Systems' negligence was not a proximate cause of plaintiff's injury.

STATEMENT OF FACTS

Yvonne Day was a construction inspector employed at Hill Air Force Base (HAFB). She worked for the federal government (Transcript, 67). It was her job to see that civilian contractors at HAFB performed their work in compliance with the requirements of the Uniform Building Code. (TR. 68) Therefore, she was required to go to the various construction sites on HAFB to perform her inspections.

Defendant U-Systems, Inc. had bid on and received a government contract to renovate approximately 78 housing units located on HAFB. (TR. 70) The contract contained specific safety requirements: 1) that Federal OSHA standard had to be complied with; 2) that US Army Corps of Engineer safety standards had to be met (R. 222-227); 3) that U-Systems was required to keep the construction site safe for anyone, including federal government employees, who came onto the site (TR. 81-82); and 4) that defendant U-Systems had to have a full-time safety person on site. (TR. 79)

On November 18, 1997, a representative of defendant U-Systems called Allen Collins, the federal government project manager, and asked for an insulation inspection in

one of the housing units. (TR. 83) Yvonne Day was sent to the site to conduct the inspection. She was accompanied by Lareen Parkinson, a new trainee in the construction inspection office.

At the site, in a duplex, Ms. Day and Ms. Parkinson encountered sheetrock leaned vertically against a stud wall. The individual sheets were approximately 15 ft. in length. There were eight sheets. Each sheet weighed in excess of 100 lbs. Defendant's construction superintendent acknowledged at trial that sheetrock stored on edge is a hazard (TR. 199) because it can fall and the degree of hazard is dependent entirely on how vertically the sheetrock is stacked (TR. 201) if not laid flat or tied off.

Behind the sheetrock was the insulation Ms. Day had been sent to inspect. It was her job to confirm proper installation. It appeared to have been installed incorrectly and in fact was not in compliance with building code requirements. (TR. 85) As Ms. Day attempted to peer over the top of the sheetrock to assess the situation (Ms. Day is only 5 ft. tall), Lareen Parkinson, the new employee, pulled on one end of the stack believing that would help Ms. Day see the insulation. As she did so, the sheetrock (weighing collectively between 800 - 900 lbs.) was immediately overbalanced and all fell away from the wall (TR. 133) knocking Ms. Day to the floor causing Ms. Day to sustain, among other injuries, a skull fracture.

Federal OSHA regulation 1926.250(a)(1) (R. 227) directs that "all materials stored in tiers shall be stacked, racked, blocked, interlocked, or otherwise secured to prevent

sliding, falling or collapse.” “Tiers” according to its ordinary dictionary meaning is “any of a series of rows, layers, ranks, etc. arranged one above or behind another”. (R. 228). The US Army Corps of Engineers’ safety rules referenced by the construction contract similarly require that “Tools, materials and equipment subject to displacement or falling be adequately secured.” (R. 226) The incorporated contract “General Requirements” required defendant to protect Ms. Day. These were specific duties undertaken by defendant U-Systems for consideration.¹

Defendant’s construction manager acknowledged at trial that defendant’s employees should have observed the insulation problem and corrected it before Ms. Day was called to the site to perform her inspection. (TR. 211) Had they done so, Ms. Day would not have encountered the hazard.

In sum, it was plaintiff’s contention at trial that the insulation had not been correctly installed; that defendant or its employees should have identified and corrected the situation prior to calling for the inspection; that the sheetrock as placed and leaned in front of the insulation was a hazard; that it was foreseeable that Ms. Day in the performance of her job duties would likely encounter the hazard in view of the improper insulation installation and in doing so the sheetrock unless laid flat or secured could fall

¹The “General Requirements” are referred to in the record as an attachment to Plaintiff’s Response to Defendant U-Systems Trial Bench Memo on Duty (R. 296) but the attachment is not found in the record, therefore plaintiff refers to the quoted language from the “General Requirements” found. (R. 297) The transcripts of the motion hearings likewise refer on numerous occasions to the “General Requirements” so appellant doesn’t know why the actual attachment is not included in record.

on her as it did causing her injuries.

In support of her theories of negligence and causation, plaintiff sought to introduce as evidence at trial the contract between the federal government and defendant U-Systems and its incorporated or referenced safety standards because it delineated specific safety requirements on U-Systems, running to federal employees, and others on the job site which U-Systems for consideration accepted (i.e. Federal OSHA standards, the US Army Corps of Engineers safety requirements and the written responsibility contained in the contracts “General Requirements” of site safety running specifically to government employees who needed to on the site) and delineated specific safety codes to which defendant U-Systems agreed to comply. Further, plaintiff sought to provide expert testimony about what those safety standards meant in the construction trade and what acts on the part of the contractor were necessary to comply with the Federal OSHA standards and US Army Corps of Engineers’ standards referenced by the contract to meet its duty of care to plaintiff in this case regarding the safe storage of the sheetrock prior to its installation.

In the latter regard, plaintiff employed Ken Todd who is a construction expert and has wide experience in residential and commercial construction of the type being performed at HAFB (R. 203-204) and understood the application and meaning of the federal standards within the construction industry regarding safe storage of sheetrock. It would have been his testimony that defendant U-Systems and its subcontractors were

negligent in failing to lay the sheetrock flat so it would not present a fall hazard to Ms. Day or alternatively in failing to secure the sheetrock to the wall, tying it off, so it could not fall on her or anyone else who needed to be around it if they felt the need to stack it vertically. (R. 198-202) (R. 191-192)

Defendant U-Systems filed motions in limine to exclude introduction of the contract into evidence at trial arguing the contract did not provide evidence of a duty of care owed by the defendant to Ms. Day and that Mr. Todd was not competent to testify as an expert in Utah because his work experience had been in Nevada and California but not Utah. Therefore, he had no knowledge about Utah OSHA standards. The court granted both motions.

Thereafter, the case was tried to a jury which concluded “that defendant U-Systems was negligent but its negligence was not a proximate cause of plaintiff’s injury.”

SUMMARY OF THE ARGUMENT

The trial court erroneously excluded evidence from trial bearing directly on the issue of proximate cause. Had that evidence been received by the jury, it would have had a substantial influence in bringing about a different verdict.

ARGUMENT

POINT I. THE FAILURE TO ADMIT INTO EVIDENCE AT TRIAL RELEVANT INFORMATION BEARING ON PROXIMATE CAUSATION HAS A SUBSTANTIAL INFLUENCE ON TRIAL OUTCOME.

A jury may conclude that a defendant was negligent but its acts or omissions were

not a proximate cause of plaintiff's injury Holmstrom v. C.R. England, 8 P.3d 281 (Utah App. 2000) however "the determination of proximate cause is not a pure fact question, it is largely a conclusion available from the facts adduced" Milligan v. Capitol Furniture Co., 335 P.2d 619 (Utah 1959) (emphasis added) at trial. In other words "The plaintiff must introduce evidence which affords a reasonable basis for the conclusion that it is more likely than not that the conduct of the defendant was a cause in fact of the result." Nelson By and Through Stuckman v. Salt Lake City, 919 P.2d 568 (Utah 1996) (emphasis added) Consequently, the sum and character of the evidence adduced at trial is always significant because the addition or omission of even a single admissible evidentiary fact, document or opinion may well change entirely the deductions or inferences arising from the facts concerning proximate causation.

Footnote 2 in Milligan v. Capitol Furniture Co., recognized the precise point:

It is true that the question of proximate cause is ordinarily one of fact for the jury. This is so because of different conclusions generally arising on a conflict of the evidence, or because of different deductions or inferences arising from undisputed facts, in respect to the question of whether the injury was the natural and probable consequence of the proved negligence or wrongful act and ought to have been foreseen in light of the attending circumstances..." (emphasis added)

Therefore, in a case where the jury has concluded the defendant's acts or omissions were negligent as alleged the exclusion of any admissible evidence at trial bearing on the defendant's duty is material regarding proximate causation and warrants a new trial if improperly excluded by the trial court.

POINT II. THE TRIAL COURT ERRONEOUSLY EXCLUDED THE CONSTRUCTION CONTRACT FROM EVIDENCE AND IT WENT DIRECTLY TO THE ISSUE OF PROXIMATE CAUSATION.

The contract between the federal government and U-Systems was a material piece of evidence regarding proximate causation because it fleshed out aspects of defendant's duty of care to plaintiff as an employee of the federal government whose job duties required her to on and about the construction site. The Utah Supreme Court has recognized that a party who breaches a duty of care toward another "may be found liable to the other in tort, even where the relationship giving rise to such a duty originates in a contract between the parties." DCR Inc. v. Peak Alarm Co., 663 P.2d 433 (Utah 1983) See also Alder v. Bayer AGFA Div, 61 P.3d 1068 (Utah 2002) and cases cited under Duty of Care.

Here the defendant entered into a contract with the government which included specific obligations toward government employees in addition to a common law duty of care. The contract incorporated by reference and attachment Section 01000 which are "General Requirements" for construction (R. 296) Paragraph 1.14 (R.222) states:

A. The Corps of Engineers Safety and Health Requirements Manual, EM385-1-1, (see Contract Clauses Accident Prevention) and the Occupational Safety and Health Act (OSHA) Standards for Construction (Title 29, Code of Federal Regulations Part 1926 and Part 1910 as revised from time to time) and Air Force OSHA standards are all applicable to this contract. In case of conflict the most stringent requirements of the standards is applicable...

Paragraph 1.16 Protection of Government Property and Personnel in subparagraph

B specified (R. 297):

The Contractor shall conduct his work so the government property and personnel, other personnel and work areas, shall be protected at all times from inconvenience, damage of any nature, or injury caused by this work until completion of the contract. (emphasis added)

The contract referenced US Army Corps of Engineers Safety and Health

Requirements Manual, Section 11.1.04 specifically says (R. 224-225):

Tools, materials, and equipment subject to displacement and falling shall be adequately secured. (emphasis added)

The contract also established a safety chain of command designating and placing primary site safety responsibility on U-Systems. (R. 296-304)

The jury never received any of the above evidence because the contract and any reference to the contract provisions or requirements or chain of responsibility was excluded at trial. Here U-Systems undertook certain mandatory or affirmative safety duties running to plaintiff as a federal government employee in addition to its common law duty of care.

Instead, the Court instructed the jury (Instruction No. 26, R. 567) only on a common law duty to exercise reasonable care. A mandatory or affirmative duty of care to a particular class of people is of a different type and character of duty than a common law duty of care when considering proximate causation. The jury found that plaintiff had proved common law negligence against defendant U-Systems but failed to prove

proximate causation. Hearing and seeing that the defendant for consideration accepted specific mandatory contractual obligations to protect plaintiff at all times from injury rather than a general common law duty and that all items subject to falling “shall be” secured under US Army Corps of Engineers guidelines sheds an entirely different light on defendant’s responsibilities. When “the excluded evidence would probably have had a substantial influence in bringing about a different verdict” Gaw v. State Dept. of Transportation, 798 P.2d 1130 (Utah App. 1990) then a new trial is warranted. In the case at hand, the definition of “substantial” can be gleaned from the Court’s discussion in Holmstrom v. C.R. England, Inc., 8 P.3d 281 (Utah 2000). Generally, the concept of substantial in a proximate cause discussion means that “the actor’s negligent conduct is not a substantial factor in bringing about harm to another if the harm would have been sustained even if the actor had not been negligent.” Holmstrom v. C.R. England, citing Restatement (Second) of Torts §431 cnt. a (1965).

Had the jury known that the defendant had undertaken an affirmative contractual duty of care running directly to plaintiff, there is a high probability the outcome would have been different on the question of proximate causation.

POINT III. MR. TODD WAS A QUALIFIED CONSTRUCTION EXPERT CAPABLE OF TESTIFYING ABOUT THE IMPLEMENTATION OF THE RELEVANT SAFETY CODES IN THE CONSTRUCTION INDUSTRY REGARDING SAFE STORAGE OF SHEETROCK. THE TRIAL COURT EXCLUDED THE TESTIMONY UPON THE MISCONCEPTION HE NEEDED TO HAVE UTAH CONSTRUCTION EXPERIENCE.

The trial court also erred in granting the defendant's motion in limine to exclude at trial the testimony of plaintiff's expert Ken Todd. (R. 330) The argument made by the defense was that Mr. Todd was not qualified to testify in Utah as to OSHA standards, their application, meaning and methods of implementation in the construction trade because he had not worked in Utah but instead had worked widely in Nevada and California. (R. 645, p.2) (R. 646, p. 3-4)

The trial court ruled that Mr. Todd was a qualified construction expert. (R. 646, p.22, lines 24 and 25) He was prevented from testifying because he hadn't worked in Utah and the Court did not believe his testimony under Rule 702 would assist the jury in understanding the application and implementation of Federal OSHA standard 1926.250(a)(1). (R. 646, p. 22-23)

Plaintiff must show the trial court abused its discretion in excluding the expert testimony Ostler v. Albina Transfer Co., 781 P.2d 445 (Utah App. 1989) and that the excluded evidence would probably have had a substantial influence in bringing about a different verdict, Redevelopment Agency v. Tanner, 740 P.2d 1296, 1303-4 (Utah 1987). However, the trial court does not properly exercise that discretion where its decision is based upon a misconception of law. Naranjo v. Naranjo, 751 P.2d 1144, 1146 (Utah App. 1988)

In the case at hand, an understanding of Utah OSHA regulations and their application was simply not relevant. As set out above, the contract between the federal

government and U-Systems referenced Federal OSHA standards and US Army Corps of Engineers standards which have national application (R. 645, p. 9-10) (R. 646, p. 4-6) and a key issue at trial was what does Federal OSHA standard 1926.250(a)(1) mean in terms of implementation regarding the safe storage of sheetrock at a construction site. (R. 646, p. 8-10) The trial court instructed the jury (Instruction No. 44, R. 526) that “OSHA Regulation 1926.250(a)(1) may be considered by you as evidence of the standard of care” but the jury was completely deprived of what it means in terms of implementation within the construction industry. Mr. Todd was prepared to testify that in this case it meant that sheetrock is - either laid flat so it cannot fall or, if stacked or leaned vertically against a wall must be tied off to prevent it from falling exactly the mechanism of injury which occurred to plaintiff Yvonne Day. So, the jury was given the regulation without any explanation of how it was to be applied and implemented by the construction trade in order to be in compliance with 1926.250(a)(1). And, expert testimony that plaintiff’s injury would not have occurred had the sheetrock been laid flat or tied off goes directly to the heart of the issue of proximate cause in this case.

Instead, what the jury heard without rebuttal other than plaintiff herself, was that it was a common practice in Utah to stack sheetrock vertically without tying it off. (R. 641, p. 119) Therefore, inferentially, there was no violation of Federal OSHA standard 1926.250(a)(1).

Testimony that compliance with Federal OSHA standard 1926.250(a)(1) and the

US Army Corps of Engineers safety standard necessitated that sheetrock be laid flat or tied off directly rebuts the defense argument that U-Systems was neither negligent or a proximate cause of plaintiff's injury and does not require construction experience in Utah, rather it requires only a knowledge of the application and implementation of the Federal OSHA standard. The federal standards are national in scope, it was a federal construction project, the contract specifically referenced those standards and it was undisputed that Mr. Todd possessed the requisite construction experience and expertise to testify concerning these national safety codes with which he was undeniably familiar. (Mr. Todd was a qualified construction expert - trial court. R. 646, p. 22, lines 24-25)

CONCLUSION

The trial court excluded from trial significant and substantial evidence bearing directly on the issue of proximate causation. Therefore, plaintiff is entitled to a new trial.

DATED this 28th day of February, 2005.

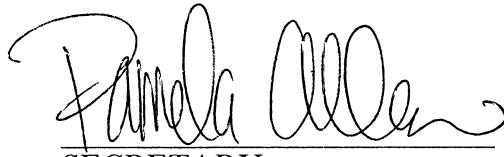

JAMES R. HASENYAGER
Attorney for Plaintiff/Appellant

CERTIFICATE OF MAILING

I hereby certify that on this 1st day of MARCH, 2005,

I mailed a true and correct copy of the above and foregoing Brief of Appellant Yvonne Day,
postage prepaid to:

Kara L. Pettit
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10 Exchange Place, Eleventh Floor
Salt Lake City, UT 84145



SECRETARY

ADDENDUM

General Requirements Paragraph 1.14 Safety Requirements	A
General Requirements Paragraph 1.16 Protection of Government Property and Personnel	B
US Army Corps of Engineers Safety and Health Requirements Manual	C
Federal OSHA Standard 1926.250(a)(1)	D

ADDENDUM A

All utility outages; and traffic closures including streets, parking lots, and pedestrian closures shall be scheduled during off duty hours and weekends unless otherwise approved by the Civil Engineering Project Manager. All outages and closures shall be scheduled as far in advance as possible with the Civil Engineering Project Manager and in no case less than 17 calendar days before the outage or closure. The Contractor shall obtain in writing from the Civil Engineering Project Manager a statement or schedule giving the permissible times for the outage or closure for particular installations and the maximum time allowed for such outage or closure. The Contractor shall strictly observe such schedules and will be held responsible for any violations.

1.14 SAFETY REQUIREMENTS

- A. The Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, (see Contract Clauses ACCIDENT PREVENTION) and the Occupational Safety and Health Act (OSHA) Standards for Construction (Title 29, Code of Federal Regulations Part 1926 and Part 1910 as revised from time to time) and Air Force OSHA standards are all applicable to this contract. In case of conflict the most stringent requirements of the standards is applicable. If recurring violations and/or gross violation indicate that the safety performance is unsatisfactory, corrective action shall be taken as directed by the Contracting Officer or the Civil Engineering Project Manager.
- B. Any cutting, welding, brazing, or other hot work shall comply with AFI 32-2001/OO-ALC-HAFBS 1, Attachment 16. A USAF Welding, Cutting and Brazing permit, AF Form 592, is required daily for all hot work.
- C. Contractor Confined Space Requirements:

The government's project manager will provide contractors with a copy of the confined space plan for the confined space to be entered. A complete list of confined spaces is available from Ron James, 777-1429, in the Base Safety Office. The owning organization of the confined space has written a confined space plan for each confined space, which they own. This confined space plan identifies the hazards and control of those hazards. The contractor shall obtain a copy of the confined space plan and obtain a confined space permit for the confined space they are to enter. Contractor is responsible for the requirements listed below:

1. Understand the confined space plan. Ask owners of the confined space any questions concerning the plan. Understand any lockout/tagout requirements of the confined space.
2. Have their own confined space program for entry into the confined space.
3. Ensure their personnel are confined space trained.
4. Provide atmospheric testing, entry equipment, and barriers.
5. Provide own rescue plan.
6. Inform Air Force facility supervisor when entry is to occur.
7. Inform Air Force facility supervisor of any hazards introduced into their work area or change of environment, which creates a hazard for Air Force personnel.
8. Inform Air Force facility supervisor when entry is complete.
9. Inform Air Force Facility supervisor of any new hazards or changes in environment.

1.15 COLD WEATHER PRECAUTIONS

ADDENDUM B

3. Section 1.14 of the "General Requirements" specifically made the Corps of Engineers Safety and Health Requirements Manual regarding accident prevention and the Occupational Safety and Health Act (OSHA) applicable to this contract. (Roy Reed deposition at Pages 35-36) (General Requirements, Section 1.14)

4. Further, Section 1.16 Protection of Government Property and Personnel in subparagraph B specified:

The Contractor shall conduct his work so the government property and personnel, other personnel, and work areas, shall be protected at all times from inconvenience, damage of any nature, or injury caused by this work until completion of the contract.

5. 29 CFR Part 1910.5(a) which is specifically referenced in the contract "General Requirements" (Section 01000) is the OSHA paragraph setting forth the General Applicability of OSHA Standards. It says in relevant part:

Except as provided in paragraph (b) of this Section, the standards contained in this part shall apply with respect to employments performed in a workplace in a State...

6. 29 CFR Part 1910.12(a) is the paragraph which applies specifically to construction work. It says:

"Standards" The standards prescribed in part 1926 of this Chapter are adapted as occupational safety and health standards under section 6 of this act and shall apply, according to the provisions thereof, to every

ADDENDUM C

FM 385
April 1961
Revised Oct 1961

US Army Corps
of Engineers

Safety and Health Requirements Manual



least one pile or pole in each tier.

11.G.05. Unloading of round material shall be done so that no person is required to be on the unloading side of the carrier after the tie wires have been cut or during the unlocking of the stakes.

11.H. SAND, GRAVEL, AND CRUSHED STONE OPERATIONS

11.H.01. Standards for the safe sloping and control of pit walls shall be established and followed by the operator.

11.H.02. Loose, unconsolidated material shall be stripped for a safe distance (at least 10 feet) from the top of pit or quarry walls, and shall be sloped to the angle of repose.

11.H.03. To insure safe operation, the width and height of benches shall be determined by the equipment to be used and the operation being performed.

11.H.04. Safe means for scaling pit-banks shall be provided. Hazardous banks shall be scaled before other work is performed.

11.H.05. Persons shall not work near or under dangerous banks. Overhanging banks shall be moved and unsafe ground conditions shall be corrected, or the areas shall be barricaded and staked.

11.H.06. Persons shall approach from above loose rock and areas to be scaled and shall scale from a safe location.

11.H.07. Baffle boards, screens, cribbing, or other suitable barriers should be provided where movement of material into cuts constitutes a safety hazard.

11.H.08. Persons shall not work between equipment, the pit wall or bank where the equipment may hinder escape from falls or slides of the bank.

11.H.09. Drilling and rotary jet piercing shall be done in accordance with 25.G.

11.H.10. Unless the operator is otherwise protected, slushers in excess of 10 horsepower

shall be provided with backlash guards. All slushers shall be equipped with rollers and drum covers, and anchored securely before slushing operations are started.

11.H.11. Track guardrails, lead rails, and frogs shall be protected or blocked to prevent a person's foot from becoming wedged.

11.H.12. Positive-acting stopblocks, derail devices, track skates, or other adequate means shall be installed wherever necessary to protect persons from runaway or moving railroad equipment.

11.H.13. A quick-close type air valve shall be provided on each piece of pneumatic-powered mining equipment. The valve shall be closed when the equipment is

bottom-dump rail cars
or devices.

less held effectively
securely.

go over, under, or
is stopped and the
operator and the notice

11.I. HOUSEKEEPING

11.I.01. All stairways, passageways, gangways, and accessways shall be kept free of materials, supplies, and obstructions at all times.

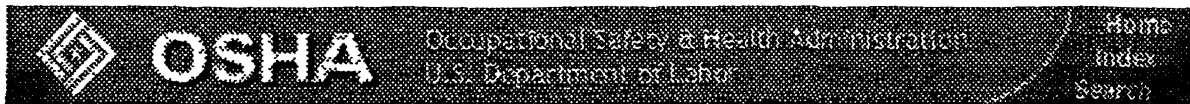
11.I.02. Loose or light material shall not be stored or left on roofs or floors that are not closed in, unless it is safely secured.

11.I.03. Tools, materials, extension cords, hoses, or debris shall not cause tripping or other hazard.

11.I.04. Tools, materials, and equipment subject to displacement or falling shall be adequately secured.

11.I.05. Empty bags having contained lime, cement, and other dust-producing material shall be removed periodically as specified by the

ADDENDUM D



Regulations (Standards - 29 CFR)

General requirements for storage. - 1926.250

◀ [OSHA Regulations \(Standards - 29 CFR\) - Table of Contents](#)

- **Standard Number:** 1926.250
 - **Standard Title:** General requirements for storage.
 - **SubPart Number:** H
 - **SubPart Title:** Materials Handling, Storage, Use, and Disposal
-

Interpretation(s)

(a)

General.

(a)(1)

All materials stored in tiers shall be stacked, racked, blocked, interlocked, or otherwise secured to prevent sliding, falling or collapse.

(a)(2)

Maximum safe load limits of floors within buildings and structures, in pounds per square foot, shall be conspicuously posted in all storage areas, except for floor or slab on grade. Maximum safe loads shall not be exceeded.

(a)(3)

Aisles and passageways shall be kept clear to provide for the free and safe movement of material handling equipment or employees. Such areas shall be kept in good repair.

(a)(4)

When a difference in road or working levels exist, means such as ramps, blocking, or grading shall be used to ensure the safe movement of vehicles between the two levels.

..1926.250(b)

(b)

Material storage.