

## **COMPREHENSIVE PARTNERSHIP AGREEMENT FOR MARQUETTE REPLACEMENT HOSPITAL**

### **Agreement is between:**

Michigan Occupational Safety and Health Administration (MIOSHA); Skanska Closner a Joint Venture, Upper Michigan Building & Construction Trades Council, and Partnering Subcontractors with their respective trade union employees.

### **Project Description:**

*The new steel structure and concrete foundation with a building envelope will be comprised of precast curtain wall and brick with an EPDM roof that consists of a 542,817 square foot, 265-bed replacement facility. The facility will include approximately 146,000 square feet of diagnostic and therapeutic services; 180,000 square feet of patient care services; 15,000 feet of administrative support services; 47,000 square feet of operational support services; a new central power plant; and mechanical, electrical and telecommunications areas.*

*Additionally, the project will include a 97,224 square foot adjoining medical office building, and a 172,125 square foot parking structure.*

### **I. IDENTIFICATION OF THE PARTNERS**

The partners to this agreement include the Department of Licensing and Regulatory Affairs (LARA), Michigan Occupational Safety and Health Administration (MIOSHA); Skanska Closner; *Upper Michigan Building & Construction Trades* (hereinafter collectively referred to as the “Partnering Unions” or individually as the “Union”); and the subcontractors, including any tier subcontractors (hereinafter collectively referred to as the “Partnering Employers”). The partners are listed below and new ones will be added as they become signatory with the project.

#### **Partnering Employers**

*Oberstar Inc.*

*Miron Construction Co., Inc.*

*Closner Construction and Sales, Inc.*

*Merrill Iron & Steel, Inc.*

*Bell Roofing Company, Inc.*

*H.J. Martin & Son, Inc.*

*Hooper Corporation*

*Van Ert Electric Company, Inc.*

*All additional subcontractors upon mobilization to the site*

## **Partnering Unions**

*U.P. Construction & Building Trades Council*

### **II. COMMITMENT**

The leadership of MIOSHA, *Skanska Closner*, partnering employers, and partnering unions through a common vision is committed to providing all trades people and subcontractors a healthful and safe work place and to demonstrate leadership, responsibility, and accountability in furthering worker health and safety at all levels.

The practice of diligence, good judgment, and common sense by all project team members, including subcontractors, helps to create an environment in which the frequency of accidents is substantially reduced. The *Skanska Closner* Safety and Health Program has the total commitment of all management levels and receives top priority in its application.

The *Skanska Closner* Safety and Health Program has been established principally to govern the activities of all personnel employed in any capacity on *Marquette Replacement Hospital* and is dedicated to the goals as stated by the Michigan Occupational Safety and Health Act (MIOSHA): To provide work and a place of work that is free from recognized hazards.

- The *Skanska Closner* Safety and Health Program provides an administrative structure within which *Skanska Closner* and trade contractors on the project site shall provide for the safety and health of their employees and other individuals affected by their activities and for the protection of property. This program does not relieve subcontractors of any of their traditional or specific legal responsibilities with respect to occupational safety and health or the protection of property. Rather, it provides for coordination among the individual programs of each trade contractor and monitors each trade contractor's conformance to its respective programs. This prompts the initiation of corrective actions when nonconformance is identified and ensures documentation of safety-related programs, meetings, and incidents. The program is aligned with the MIOSHA mission of assuring the safety and health of Michigan workers.

### **III. GOALS**

The active integration of the *Skanska Closner* Safety and Health Program along with this partnership with the trade unions, subcontractors, and MIOSHA will endorse the ultimate goal of ZERO INJURIES. It is paramount that from the design through construction safety policies and procedures support the Quality of Life on this project by ensuring "everyone goes home the way that they came to work." The injury free vision of a workforce that is supported, motivated, and inspired, must start with the construction craft men and women and their organizations who come from the local communities to build this project.

### **Project Primary Safety Goals:**

- ZERO INJURIES
- ZERO ACCIDENTS
- ZERO NEAR MISSES
- Promote positive attitudes and actions in team members that will continue to influence their safety knowledge and performance beyond this specific project.

### **Supporting Goals:**

- One hundred percent safe site conditions through team education, monitoring, and reinforcement.
- Effective coordination and cooperation between trades to enhance and support the safety efforts and performance of each team member individually and the project team as a whole.
- Increased knowledge of safety rules and requirements.

## **IV. ROLES AND RESPONSIBILITIES**

A steering committee will be designated consisting of members from *Skanska Closner*, partnering unions, supporting partners, and partnering employers. The purpose of the steering committee will be to develop an implementation plan; and review data and reports. The partners will meet as appropriate to resolve any issues that arise during the course of this partnership. Once the project is up and running there will be monthly meetings with the steering committee. Every three months the steering committee will meet with MIOSHA to discuss findings, statistics, issues, and review reports.

## **V. OBJECTIVE AND LEVERAGING**

The partners agree to construct a partnership based on mutual respect and trust that leverages the resources of all the parties through the systematic anticipation, identification, evaluation, and control of health and safety hazards involved with the *Marquette Replacement Hospital* construction project, thereby continuously being pro-active in an attempt to reduce or eliminate worker injury and illnesses.

## **VI. SAFETY AND HEALTH PROGRAM**

*Skanska Closner*, the partnering employers, and unions will be committed to the Site-Specific Safety and Health Program that is designed to meet the needs of the ever-changing conditions which are common to the construction industry. Recognizing that engineering techniques alone are not enough to ensure that exposure to hazards are controlled, the program includes coordination; and monitoring and educating the personnel involved in constructing the project. These components will be implemented through the same principles of management control applied throughout all phases of the project.

**Key elements of the *Skanska Closner Site-Specific Safety and Health Program for the Marquette Replacement Hospital* (this list is not intended to be all encompassing of the Site Specific Safety and Health Program)**

- Adherence to All Safety Policies, procedures, and MIOSHA standards.
- 100% fall protection over six feet, including steel erection and roof work.
- 100% Personal Protective Equipment (PPE) including hard hats, eye protection – prescription eye wear with side shields or ANSI Z-87.1 protective safety glasses with built in side shields, and appropriate work footwear.
- Mandatory attendance to a project safety orientation. This includes project orientation, a project-specific safety video, and passing a written test at the completion of session.
- All crane operators will be Certified Crane Operators (CCO) as recognized by National Commission for the Certification of Crane Operators (NCCCO) and other recognized certification agencies.
- Mandatory post-accident substance abuse testing along with reasonable suspicion testing as deemed necessary.
- Daily Hazard Analyses are to be completed and submitted to *Skanska Closner* prior to each shift and prior to the beginning of critical work.
- Contractors shall provide a Competent and/or Qualified Person for work operations as identified by MIOSHA standards and/or *Skanska Closner*.
- *Skanska Closner* and the partnering employers on this project will uniformly enforce a disciplinary action plan for employees who fail to work in a safe manner. Automatic suspension/dismissal from this project shall result from any willful or deliberate violation of safety rules or safety policies and procedures.

**Subcontractor and Employee Accountability**

- Assume direct responsibility of not less than the minimum level of performance set forth in the Project Safety and Health Program, which means full compliance with the Michigan Occupational Safety and Health Standards, and all applicable federal, state, and local regulations.
- Develop, promote, and maintain a positive safety climate at all times.
- Give consideration to all safety factors during the planning and scheduling of work operations to control potential injury and property damage hazards. (Daily Hazard Analysis or Pre-Task Analysis required.)
- Make their position in the Project Safety and Health Program clear to supervisory personnel, union representatives, and employees by stressing the importance executive management attaches to safety and loss control.
- Provide and enforce the use of all necessary PPE, which includes but is not limited to: hard hats, safety glasses, earplugs, ANSI Type 2 vests, cut resistant level 3 gloves, face shields, respirators, safety harnesses, lanyards, fall protection devices and anchorage systems, etc.

- **HARD HATS, SAFETY GLASSES, AND APPROPRIATE FOOTWEAR WILL BE WORN AT ALL TIMES** - This includes management, vendors, visitors, etc.
- Provide properly guarded and maintained tools, machinery, and equipment.
- Ensure that ground fault circuit interrupters are inserted in all required electrical power circuits.
- Provide and maintain good housekeeping conditions and adequate fire protection equipment.
- Provide proper and adequate training for employees regarding the hazards of their jobs and how to work safely.
- Correct unsafe work habits of employees as soon as they are observed.
- Eliminate unsafe conditions under your control and promptly report (in writing and verbally) those conditions you cannot eliminate to *Skanska Closner* project safety manager.
- Follow-up on all recommendations submitted by *Skanska Closner* or MIOSHA.
- Attend all scheduled safety meetings.
- Immediately notify *Skanska Closner* of any incident that causes damage to property, and conduct an immediate investigation with a written report to *Skanska Closner* within a 24-hour period.
- Report all injuries or accidents to *Skanska Closner* Safety Manager. (A full report and investigation of an injury is required and must be submitted to *Skanska Closner* within a 24 -hour period.)
- Report all near misses to *Skanska Closner* which could have potentially caused property damage or personal bodily injury. A full report and investigation is required.
- Ensure employees who receive off-site medical attention obtain a post-accident drug screening per the project-specific safety and health program.
- Ensure employees who receive medical attention obtain a medical work release from the attending physician and present it to *Skanska Closner* before they return to work.
- Furnish all reasonable information concerning the safety of their operations as may be required by *Skanska Closner* and MIOSHA.
- Provide and properly maintain warning signs and lights, barricades, railings and other safeguards for protection of employees and others on, about, or adjacent to the work, as required by the conditions and progress of the work and as directed by *Skanska Closner*.
- Provide copies of all MIOSHA inspection reports to *Skanska Closner*, along with the corrective action taken.
- Promote total job safety among both your employees and other company employees; and visitors.
- Promote continued education and training for your employees.

- Conduct executive management audits of your employees and file those findings with *Skanska Closner* safety manager.

### **Pre-Task Planning**

One of the most effective methods and tools available to help supervisors protect the health and safety of their employees is a **Daily Hazard Analysis (DHA)**. A DHA involves identifying the basic tasks of a job; determining any existing or potential hazards associated with each of the tasks; and then developing recommendations for eliminating or controlling each of those hazards. A DHA will be required each shift, before any major elements of work are performed, coordinating the efforts of subcontractors, trades people and other project personnel to ensure the common safety of all involved.

## **VII. DATA COLLECTION, MANAGEMENT, and MEASUREMENT**

*Skanska Closner* will establish a partnering employer Safety Performance Measurement Database. The database will track each partnering employer's actual recordable injury and illness performance on all *Skanska Closner* projects. The information collected will be used by *Skanska Closner* to evaluate the partnering employer's safety performance with established project safety goals.

Safety Review Meetings will be held with partnering employer's executive management for, but not limited to, the following:

- One (1) lost time injury.
  - Two (2) or more recordable injuries or near misses.
  - Property damage in excess of \$10,000.
  - Failure to meet the requirements of the *Skanska Closner* site-specific safety and health program.
  - Repeated written employee disciplinary notices for safety violations.
1. Baseline data will be collected that corresponds directly to all line items on the MIOSHA 300 Log. Project safety data including injury/illness logs and other project measurements will be provided to MIOSHA in the form of a monthly report to be submitted by the 15th day of the following month.
  2. Near-miss data will be collected throughout the project. Full investigation with written report will be required for all near-misses. Near-miss data and the corrective action taken will be incorporated in the monthly and annual reports to MIOSHA.
  3. All DART recordable injuries and illnesses will be reported to MIOSHA within 24 hours. A written report of the incident will be sent to MIOSHA within 3 days of the incident.

## **VIII. EMPLOYEE INVOLVEMENT, SAFETY AWARENESS, MONITORING and POSTING**

Employees bring valuable skills and perspectives to the development stage of a partnership and participation is essential. Employee and organization involvement (e.g., union, employee safety and health committee) in the day-to-day implementation of worksite safety and health management systems and other comprehensive partnership activities is required.

All affected unions must be supportive of this comprehensive partnership to move forward. Labor organizations must be signatories to the partnership agreement or, alternatively, must indicate in writing their willingness for the partnership to precede but waive their opportunity to be a signatory.

Partnering employers must commit to incorporating high levels of employee involvement, both management and field staff, in their safety and health management system if such an element does not already exist.

### **1. Employee Responsibilities**

- Each employee is responsible for learning and abiding by those rules and regulations, which are applicable to the assigned tasks and for reporting observed hazards and near misses to his/her immediate supervisor. If the hazards are not corrected, the affected employee shall report the conditions to the *Skanska Closner* Safety Manager.
- NO EMPLOYEE SHALL BE REQUIRED OR KNOWINGLY PERMITTED TO WORK IN AN UNSAFE ENVIRONMENT. UNSAFE CONDITIONS WILL BE CORRECTED AND EMPLOYEES WILL BE ALLOWED TO WORK ONLY AFTER PROPER PRECAUTIONS HAVE BEEN TAKEN FOR THEIR PROTECTION. A PRE-TASK ANALYSIS MUST BE COMPLETED TO PERFORM TASKS IN HAZARDOUS AREAS.

### **2. Safety Meetings, Audits, and Training**

- The unions agree to participate and co-sponsor project-specific safety training events on a frequency of not less than a quarterly basis for the duration of this project.
- Daily safety audits by *Skanska Closner* safety team.
- Periodic site safety audits by *Skanska Closner*. A written summary of the audit will be provided. Partnering employers must abate hazards upon notification of results of the audit.
- All employers will conduct a daily safety audit and checklist, and submit to *Skanska Closner*.

- The MIOSHA CET job-site survey will include a walk-around at the project site and will provide a written summary as a result of the survey. CET will also review the most recent *Skanska Closner* audit and the corrective actions taken.
- Project statistics will be monitored, analyzed, trended, and presented on a monthly basis with specific recommended courses of actions if necessary. This does not preclude daily corrective actions from being directed.
- Tool Box Talks will be held with all employees on a weekly basis.
- A weekly safety meeting/ Project Safety Leadership Team meeting will be held with trade supervisors and union stewards/committee members to discuss relevant safety issues and concerns. Meeting minutes will be generated and distributed to all subcontractors on the project.
- Safety issues will be discussed at the weekly progress meeting with all subcontractors.
- Based on the results of site audits, *Skanska Closner* will conduct periodic safety and health training for partnering employers' supervisor(s) and employee(s).
- MIOSHA CET may be contacted for possible assistance in training. Partnering employer participation is required to garner the benefit of the MIOSHA CET resource.
- MIOSHA CET may conduct up to one job site survey per year during the course of the project. Frequency will be determined upon benefit to the project workforce. The surveys will be conducted during times when peak activity is taking place on the project, if possible.

### **3. Safety Awareness, Monitoring and Posting**

- A project safety orientation is required for all craft workers on the job which includes a project site orientation, project-specific safety video, testing at the completion of the session, and signed worker acknowledgement.
- A graduated scale for safety awareness for new workers will be implemented at the project for a minimum of one week.
- Safety pamphlets, signs, banners, vests and hard hat stickers promoting a safe work site shall be provided by prime contractor.
- A disciplinary action policy will be strictly enforced as part of the *Skanska Closner* Site-Specific Safety and Health Program.
- Jobsite statistics are to be posted and distributed to all parties involved.
- A project safety board will be located at the entrance to the jobsite or other high foot traffic area.
- Safety suggestion boxes will be provided to allow for employee anonymity suggesting increased safety awareness and positive change.

## **IX. STAKEHOLDER INVOLVEMENT**

The MIOSHA Leadership, *Skanska Closner* and project leadership, partnering unions, and the partnering employers of the *Marquette Replacement Hospital*, have developed this



agreement to promote a safe work place. Involvement, input, and participation by all partners' and stakeholders will be key to the success of this partnership.

The Supporting Partners' involvement will be limited to their endorsement of and approval for this partnership to proceed. It is not anticipated nor is it expected that the Supporting Partners will be responsible for the elements listed within this partnership agreement.

## **X. MIOSHA INSPECTIONS**

This partnership does not preclude employees and/or employers from exercising any right provided under the MIOSH Act (Act 154 of 1974, as amended), nor does it abrogate any responsibility to comply with the Act. MIOSHA inspections to investigate employee complaints, referrals, serious injuries or fatalities, and National or State emphasis programs are also not precluded by this agreement. All partnering employers remain subject to MIOSHA inspections and investigations in accordance with established agency policy and procedures.

1. MIOSHA will conduct not more than one (1) programmed compliance inspection annually during the course of the project.
2. MIOSHA programmed compliance inspections will focus on Strategic Plan and serious hazard issues including the following:
  - a) Fall hazards
  - b) Electrical hazards
  - c) Caught between/crushed by hazards
  - d) Struck by hazards
  - e) Lifting and rigging hazards
  - f) Confined space hazards
  - g) Noise hazards
  - h) Air contaminant hazards
3. The focus areas listed in a) through h) above would be addressed through review of applicable standards, rather than separately created protocols.
4. MIOSHA would agree to not issue citations for violation conditions determined to be of an "other than serious" nature at the time of the inspection, if abated by the closing conference of the inspection.
5. Complaints and referrals will be handled in accordance with established MIOSHA procedures. However, complaints and referrals deemed to be of an "other-than-serious" nature will typically be handled by letter or phone/fax procedures.
6. MIOSHA's discretion to investigate employee complaints, serious injuries or fatalities, and National or State emphasis programs is not precluded by the agreement.

The partnering employers of this agreement agree to facilitate the inspection process by providing MIOSHA staff access to the worksite injury and illness reports related to the focus areas listed in number 2 above. The MIOSHA compliance officer will review the record keeping information, conduct a walk through inspection, and interview workers in accordance with MIOSHA inspection policy and procedures.

## **XI. VERIFICATION**

Verification of health and safety progress is a multi-step process, which may include but not limited to:

- Data collection and analyses.
  - Monthly and annual project reports provided to MIOSHA.
  - MIOSHA compliance inspection(s).
  - MIOSHA CET site surveys.
1. All partnering employers remain subject to MIOSHA inspections and investigations in accordance with established agency procedures.
  2. All partners' employees and/or employee representatives will be involved in verification inspections as required. At a minimum, the inspection procedures outlined above (Section X.) must afford employees all statutory rights pertaining to participation in inspections.
  3. Partners may use internal resources or private consultants to conduct worksite assessments. However, this does not take the place of MIOSHA focused compliance inspections.

## **XII. ADVANTAGES**

Advantages will include focused inspections for construction partnerships. The focused inspection should result in shorter inspections. For MIOSHA, this partnership will demonstrate proactive measures in providing safety and health workplace strategies. Furthermore, MIOSHA should also benefit from leading edge technologies, health and safety research, and the identification of emerging issues generated at the *Marquette Replacement Hospital*. The *Marquette Replacement Hospital* can also be used as a pilot for MIOSHA to spread this concept to other construction companies. Finally, all parties should benefit from positive collaborative information relative to the partnership and whenever health and safety problems are identified and resolved.

## **XIII. KNOWLEDGE AND TECHNOLOGY TRANSFER**

Upon request of MIOSHA, representatives of *Skanska Closner* may participate in discussing the aspects of the comprehensive partnership with committees and at conferences, on general safety and health topics and on specific safety procedures that were

used to further health and safety on the *Marquette Replacement Hospital*. This agreement will continue these actions and expands others such as alerts on new health and safety issues that may occur during the construction process on the job. Skanska Closner, partnering unions and employers may also be asked to review and or pilot applicable proposed MIOSHA safety and health standards/guidelines and provide an evaluation to other stakeholders which, among other things, assesses the cost benefit of utilizing the proposed MIOSHA standards/guidelines.

#### **XIV. EVALUATION REPORT**

A self-assessment report that gauges the effectiveness of the MIOSHA partnership will be completed by the Prime Contractor every three (3) years or at the completion of the project, whichever is first. This assessment will be completed using the MIOSHA Partnership Evaluation Report format.

#### **XV. INITIATION AND TERMINATION OF AGREEMENT**

The partnership agreement is effective on the date of signing and will be in effect for the duration of the project (or three (3) year maximum). At least six months prior to the termination of the agreement, the parties will meet to confer and to evaluate the partnership successes and deficiencies (and possible extension). Without regard to project duration, any of the parties can terminate the agreement within thirty days after notification of the parties of a change in conditions or irreconcilable differences.

#### **XVI. ACCEPTANCE OF AGREEMENT**

The provisions and acceptance of this agreement identified herein shall not modify any legal or contractual rights and remedies. Additionally, collective bargaining, union agreements, and jurisdiction shall not be modified by this partnership. All affected unions must be supportive of this Comprehensive Partnership to move forward. Labor organizations must be signatories to the partnership agreement or, alternatively, must indicate in writing their willingness for the partnership to proceed but waive their opportunity to be a signatory.

Acceptance of the terms of this agreement may be accomplished by executing this Agreement.

No modification of the terms of this Agreement shall be valid unless MIOSHA and *Skanska Closner* agree to such modifications in writing.

**Accepted**

Michigan Occupational Safety and Health Administration (MIOSHA)

Authorized Signature

By: \_\_\_\_\_  
Barton G. Pickelman, CIH  
Title: MIOSHA Director  
Date: \_\_\_\_\_

Michigan Occupational Safety and Health Administration (MIOSHA)

Authorized Signature

By: \_\_\_\_\_  
Lawrence Hidalgo, Jr.  
Title: CSHD Director  
Date: \_\_\_\_\_

**Accepted**

Skanska Clossner a Joint Venture

Authorized Signature

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Accepted**

U.P. Building & Construction Trades Council

Authorized Signature

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Accepted**

Oberstar, Inc.

Authorized Signature

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

Title: \_\_\_\_\_

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

**Accepted**

Miron Construction Co., Inc.

Authorized Signature

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

Title: \_\_\_\_\_

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

**Accepted**

Closner Construction and Sales, Inc.

Authorized Signature

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

Title: \_\_\_\_\_

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

**Accepted**

AZCO, Inc.

Authorized Signature

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

Title: \_\_\_\_\_

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

**Accepted**

Bell Roofing Company, Inc.

Authorized Signature

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

Title: \_\_\_\_\_

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

**Accepted**

H.J. Martin & Son, Inc.

Authorized Signature

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

Title: \_\_\_\_\_

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

**Accepted**

Hooper Corporation

Authorized Signature

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

Title: \_\_\_\_\_

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

**Accepted**

Van Ert Electric Company, Inc.

Authorized Signature

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

Title: \_\_\_\_\_

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

**Accepted**

Oberstar, Inc.

Authorized Signature

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

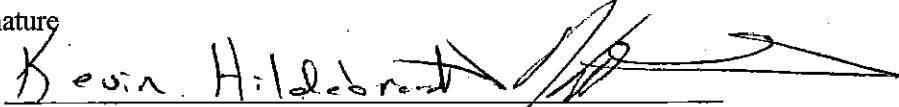
Title: VICE PRESIDENT-OPS

Date: 12/15/16

**Accepted**

Miron Construction Co., Inc.

Authorized Signature

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

Title: Dir Risk Management

Date: 12/15/2016

**Accepted**

Closner Construction and Sales, Inc.

Authorized Signature

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

Title: PRESIDENT

Date: 12/15/2016

**Accepted**

AZCO, Inc.

Authorized Signature

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**Accepted**

AZCO, Inc.

Authorized Signature

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

Title: \_\_\_\_\_

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

**Accepted**

Bell Roofing Company, Inc.

Authorized Signature

By: Cheri L. Lawler

Title: President

Date: 12-6-2016

**Accepted**

H.J. Martin & Son, Inc.

Authorized Signature

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

Title: \_\_\_\_\_

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

**Accepted**

Hooper Corporation

Authorized Signature

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



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

Title: \_\_\_\_\_

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

**Accepted**

AZCO, Inc.

Authorized Signature

By: *Jaron Komrad*

Title: *Safety Director*

Date: *12/12/2016*

**Accepted**

Bell Roofing Company, Inc.

Authorized Signature

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

Title: \_\_\_\_\_

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

**Accepted**

H.J. Martin & Son, Inc.

Authorized Signature

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

Title: \_\_\_\_\_

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

**Accepted**

Hooper Corporation

Authorized Signature

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