



*VP/Area Manager:
Brent Farmer*

*Project Director:
Justin Stoverink*

*Senior Project Manager:
Jeff Baxter*

*Pre-Construction Director:
Klint Kimball*

*Flintco, LLC.
184 East Fantinel Blvd.
Springdale, AR 72762*

*479.750.4565 telephone
479.750.4690 fax
arkansasbids@flintco.com*

www.flintco.com

Construction Manager's Bid Manual

Mercy 7th Floor Finish Out – Early MEPF Package

Address:

***2710 S Rife Medical Ln, Rogers, AR
72758***

Bid Date:

January 9th, 2025, at 2:00 pm

TABLE OF CONTENTS

- 1.0 PROJECT INFORMATION
 - 1.1 PROJECT DESCRIPTION
 - 1.2 PROJECT DIRECTORY
 - 1.3 CONTRACT DOCUMENTS
 - 1.4 DEFINITION OF TERMS

- 2.0 INSTRUCTIONS TO BIDDERS
 - 2.1 BID PACKAGES
 - 2.2 BID DATE / TIME / LOCATION
 - 2.3 BID SUBMISSION PROCEDURES
 - 2.4 BID DOCUMENTATION REQUIRED
 - 2.5 BID RECEIPT AND NOTIFICATION OF RESULTS
 - 2.6 PRE-BID CONFERENCE
 - 2.7 QUESTION AND ANSWER PROCEDURES
 - 2.8 SUBCONTRACTOR QUALIFICATION
 - 2.9 INSURANCE REQUIREMENTS
 - 2.10 BONDING REQUIREMENTS
 - 2.11 SITE ACCESS & TEMPORARY PROVISIONS
 - 2.12 PROJECT COORDINATION REQUIREMENTS
 - 2.13 SAFETY REQUIREMENTS
 - 2.14 ADMINISTRATIVE REQUIREMENTS
 - 2.15 PLAN ROOMS
 - 2.16 SUBMISSION OF BIDS
 - 2.17 ARKANSAS STATE CONTRACTOR'S LICENSE REQUIREMENT
 - 2.18 ATTACHMENTS
 - 2.18.1 FLINTCO SUBCONTRACT
 - 2.18.2 FLINTCO PURCHASE ORDER
 - 2.18.3 FLINTCO SERVICE AGREEMENT
 - 2.18.4 myCOI REGISTRATION INSTRUCTIONS

- 3.0 STANDARDS & CONDITIONS
 - 3.1 FLINTCO PRELIMINARY SCHEDULE
 - 3.2 SITE LOGISTICS PLAN

- 4.0 SCOPES OF WORK
 - 4.1 BID REQUIREMENTS
 - 4.2 BID PACKAGES
 - 4.3 GENERAL CLARIFICATIONS AND INCLUSIONS

- 5.0 FLINTCO POLICIES & PROCEDURES
 - 5.1 BILLING PROCEDURES
 - 5.2 CONTRACTOR SAFETY RESPONSIBILITIES
 - 5.3 SUBSTANCE FREE WORKPLACE
 - 5.4 FIREARM POLICY
 - 5.5 TOOL CORD CHECK
 - 5.6 BREATHE EASY POLICY

5.7	PAYMENT APPLICATION CHECKLIST
5.8	SUBCONTRACTOR SUPPLIER CERTIFICATION FORM
5.9	CERTIFICATION OF NON-SEGREGATED FACILITIES
5.10	PROJECT CLOSEOUT PROCEDURES
5.11	ATTACHMENTS
5.11.1	FLINTCO SAFETY MANUAL
5.11.2	G702 AND G703
5.11.3	LIEN WAIVERS
5.11.4	SUBCONTRACTOR/SUPPLIER CERTIFICATION FORM
5.11.5	CERTIFICATION OF NON-SEGREGATED FACILITIES
5.11.6	FLINTCO BIM BIDDING GUIDELINE
5.11.7	FLINTCO SAFETY HELMET POLICY
6.0	SUPPLEMENTAL INFORMATION
6.1	SUPPLEMENTAL TO INVITATION TO BID
6.2	SUPPLEMENTAL TO PROPOSAL PROCEDURE AND SUPPLEMENTARY
6.3	AIA 201
	<i>(If there is a discrepancy between this AIA 201 and the AIA 201 located in Volume 1, consult the Construction Manager for clarification. Otherwise, the more stringent requirement shall take precedence)</i>

VOLUME 1 – BID REQUIREMENTS

1.0 – PROJECT INFORMATION

1.1 PROJECT DESCRIPTION

Flintco, LLC requests bids from Trade Partners (subcontractors and suppliers) to provide construction services for the Mercy 7th Floor Finish Out project located at 2710 S Rife Medical Ln, Rogers, AR 72758. This project includes selective demolition, infrastructure utilities, site improvements, and construction of a new building.

1.2 PROJECT DIRECTORY

OWNER:

Mercy
2710 S Rife Medical Ln, Rogers, AR 72758

PROJECT ARCHITECT:

HFG Architecture
206 SW 8th St., Suite 206
Bentonville, AR 72712
Ph. (479) 448-4099

CONSTRUCTION MANAGER:

Flintco, LLC.
184 East Fantinel Blvd.
Springdale, AR 72762
Ph. (479) 750-4565 Fax (479) 750-4690

MEP – AV - IT ENGINEER:

Professional Engineering Consultants
1924 S Utica Ave, Ste 1400 | Tulsa, OK 74104
Ph. (918) 664-5400

1.3 CONTRACT DOCUMENTS

100% Design Development, 11/15/2024
100% CD Specifications Div 21-28,
11/26/2024

1.4 DEFINITION OF TERMS

Contractor = Bidder
Construction Manager = Flintco, LLC.
Owner = Mercy
Architect = HFG Architecture

2.0 – INSTRUCTIONS TO BIDDERS

2.1 BID PACKAGES

List of Available Bid Packages

- 21A – Fire Suppression
- 22A – Plumbing
- 22B – Pneumatic Tube System
- 23A – HVAC
- 26A – Electrical

2.2 BID DATE / TIME / LOCATION

- 2.2.1 Price proposals will be received no later than **2:00 PM, local time, January 9th, 2025**. Proposals shall be faxed to (479) 750-4690, emailed to arkansasbids@flintco.com, or delivered to Flintco, LLC, 184 E. Fantinel Blvd., Springdale, Arkansas 72762, at which time the bids will be privately opened. Sealed bids submitted prior to the bid opening shall be sent to Flintco, LLC, 184 E. Fantinel Blvd., Springdale, AR 72762.

2.3 BID SUBMISSION PROCEDURES

- 2.3.1 Bids shall be submitted on the **Bid Package Form included in Section 4.2** of the Construction Manager's Bid Manual.
- 2.3.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.
- 2.3.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- 2.3.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- 2.3.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "**No Change.**"
- 2.3.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.
- 2.3.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate

2.0 - INSTRUCTIONS TO BIDDERS

seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

- 2.3.8 Subcontractor Prequalification Form must accompany your bid or be on file with Flintco and updated on a yearly basis.

2.4 BID DOCUMENTATION REQUIRED

- 2.4.1 All bidders must submit one (1) copy of the original Bid Package Form. The Bid Package Forms can be delivered by hand, faxed, by courier or US mail, as long as they meet the date and time requirements. All bid packages will be stamped with a date and time as they are received.

2.5 BID RECEIPT AND NOTIFICATION OF RESULTS

- 2.5.1 Bids will be opened and privately read at the time stipulated above. The bids will be taken under advisement and reviewed by the Construction Manager. The days following bid submission will be used for evaluating bids and meeting with bidders to review the scope of work included in the bid. Successful bidders will be notified upon acceptance by the Owner.

2.6 PRE-BID CONFERENCE

- 2.6.1 Bidders are encouraged to visit the project site to become familiar with the area and access to the site. Contact the Pre-Construction Manager to schedule a site visit. In some cases a Pre-Bid Conference will be scheduled for all interested Contractors together at the project site.

2.7 QUESTION AND ANSWER PROCEDURES

- 2.7.1 Bidders desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit their request in writing, no later than three (3) calendar days before the bid opening. This is necessary to allow a reply to reach all prospective bidders before submission of their bids. Questions may be sent via email to Arkansasbids@flintco.com. Bidders unable to comply with the three (3) calendar day requirement should bid the contract according to its best interpretation of the Bid Packages, plans, specifications, and amendments.

- 2.7.2 All questions will be answered in the form of an addendum or CM Clarification.

2.8 SUBCONTRACTOR QUALIFICATION

- 2.8.1 After project bid time and prior to contract award, all apparent low bidders must submit a Subcontractor Prequalification Questionnaire (See 2.17.1). This

2.0 - INSTRUCTIONS TO BIDDERS

information must be received before award can be made.

2.8.2 The successful bidder will be required to sign the form of agreement set forth in the Flintco Subcontract (see section 2.18 of this Bid Manual), and to provide insurance and bonds as required in the Contract Documents.

2.8.3 To be a qualified responsible bidder, at the time of bid submission, bidders shall have no outstanding claims, lawsuits, or arbitration or administrative proceedings by or against the owner or Flintco and shall not be aware at that time of any claims that it may assert against owner or Flintco in the future. The bid of any bidder that does not meet this requirement will be rejected as non-responsive.

2.9 INSURANCE REQUIREMENTS

2.9.1 See attached Flintco standard insurance requirements. In addition, the Owner is to be listed as an additional Insured and a waiver of subrogation will be required. (Attachment 2.18.1 for subcontractors and 2.18.2 for suppliers)

2.9.2 **CONTRACTOR'S POLLUTION LIABILITY INSURANCE** shall be written on an occurrence basis for not less than the following minimum limits: \$1,000,000.00 EACH OCCURRENCE and \$1,000,000.00 AGGREGATE. This will be a MANDATORY requirement for all trades who will be removing spoils from the site as part of their scope of work.

2.9.3 **PROFESSIONAL LIABILITY INSURANCE** for not less than the following minimum limits: \$1,000,000.00 EACH OCCURRENCE and \$1,000,000.00 AGGREGATE shall be required by all subcontractors whose scope of work shall include any engineering or professional services. A certificate from the licensed professional providing the service is acceptable.

2.9.4 Registration and tracking of Certificates of Insurance (COI) will be done through myCOI. See attached 2.18.4 for instructions.

2.10 BONDING REQUIREMENTS

2.10.1 **Bid Bond: NO BID BOND REQUIRED**

2.10.2.1 Bid security shall not be required for this project, however a letter may be requested from Contractor's bonding company stating your ability to obtain a bond before contracts are awarded.

2.10.2 **Performance and Payment Bonds:**

2.10.2.2 This project will utilize a Subcontractor Default Insurance policy for Performance and Payment Bonding on subcontractors. The Performance and Payment Bond shall be excluded from the scope of work and base bid for the project. Each subcontractor must be prequalified prior to execution of the subcontract. All contractors must have a current qualification file. Qualifications are updated annually. Inquire with the contact below to ensure your firm is up to date. Contractors without a current qualification file will receive a Pre-Qual Request via SmartBidNet email. Please complete

2.0 - INSTRUCTIONS TO BIDDERS

the form completely and accurately. All information requested is required for prequalification purposes.

To become prequalified please contact:

Matt Rogge
SDI Prequalification Coordinator
Alberici Group / Flintco
Phone: (314) 733-2219
Email: matt.rogge@alberici.com

2.10.2.3 A payment and performance bond may alternatively be required with your participation on the project. Please include Payment and Performance Bond cost with your bid submission.

2.10.2.4 Please note that monthly lien releases we will be required from your vendors, suppliers, and lower tier contractors. This lien release will be required with each of your monthly billings from all vendors for the month previous.

2.10.2.5 In certain instances, a bond may be required for individual Subcontractors in lieu of using Subcontractor Default Insurance.

2.11 SITE ACCESS AND TEMPORARY PROVISIONS

2.11.1 Bidders should visit the site during the bidding timeframe and take such steps as may be necessary to ascertain the nature and condition of the work, and the general and local conditions which can affect the work of the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner will assume no responsibility for any understandings or representations made concerning conditions made prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.

2.11.2 General construction electrical power at the building (120 volts, 20 amp, single phase) and interior lighting for the building will be furnished per OSHA minimum requirements by the electrical Contractor for the Project. This Contractor shall provide any additional power or lighting as may be required for their work. Power for welding will not be provided. Contractors should make provisions for gas powered welders when needed.

2.11.3 There will be temporary water available at the jobsite via exterior hose bib locations. Contractors will be responsible for furnishing water to their construction activities. Contractors will be responsible for hose extensions and any requirements exceeding furnished utilities.

2.11.4 The Construction Manager will provide temporary toilets facilities for the duration of the project.

2.0 - INSTRUCTIONS TO BIDDERS

- 2.11.5 Water service and drainage will be provided at the tire wash stations, Contractor is responsible for providing labor for tire washing of all vehicles related to their scope of work
- 2.11.6 Each Contractor will be responsible for providing drinking water for their employees.
- 2.11.7 The Contractor will provide adequate protection as applicable to their work and as required for public property, private property, utilities and materials. Contractor will be responsible for correcting any damage caused by their negligence in a manner approved by the Construction Manager, Architect, Arkansas Highway Department and/or Owner at no additional cost.
- 2.11.8 Contractor will provide all traffic control, flagmen, special barricades, handrails, etc., required in connection with the safe execution of its work and as required for the protection of pedestrian and vehicular traffic. Contractor shall exercise extreme caution and special care while conducting operations in the vicinity of existing sidewalks and/or streets adjacent to the Project. If the Contractor requires removal, modifications or relocation of the Construction Managers barricades or fencing, such changes must be made at Contractor's expense, and only with the prior consent of the Construction Manager. All barricades and fences must be secure and safe at the end of each work day and to the satisfaction of the Construction Manager.
- 2.11.9 Contractor will provide temporary fire protection for their work as required by OSHA, local fire districts or other appropriate governmental agency.
- 2.11.10 Contractor will obtain Construction Manager's approval prior to moving temporary offices or trailers onto the site.
- 2.11.11 On-site or adjacent site storage may be made available for Contractor's use and will be assigned by the Construction Manager based on the needs of the Project. Generally, material storage shall be limited to materials that can be installed or consumed within forty-five (45) working days of its delivery unless other arrangements are approved by the Construction Manager. The project site will NOT be fenced. Storage of materials in a temporary storage container will be the responsibility of the Contractor.
- 2.11.12 Contractor may stockpile material only in areas approved by the Construction Manager. If materials stockpiled in unapproved areas are creating interference or obstruction with the work of others or overloading the rated capacity of the structural slab, said materials must be relocated by the Contractor at its own expense.
- 2.11.13 Contractor will be provided with digital access to the plans and specifications as well as any changes. If Contractor requires a paper set of plans, specifications or changes, Contractor will be responsible for the reproduction costs.

2.0 - INSTRUCTIONS TO BIDDERS

2.12 PROJECT COORDINATION REQUIREMENTS

- 2.12.1 Contractor agrees to provide sufficient manpower to the job to meet the requirements of the project schedule. If the Contractor falls behind schedule in his work, he agrees to provide at no additional cost to Flintco, LLC or the Owner additional manpower and/or work more hours until the schedule slippage is recovered. If the Contractor is unable to provide, or refuses to provide, additional manpower or to work additional hours, Flintco, LLC may act to supplement his workforce, subcontract part or all of his work to others, or take other measures as appropriate to put the work back on schedule. Contractor shall bear the costs of any such actions. This wording is required simply to provide compliance with our written completion date commitments to the Owner, and is non-negotiable. Overtime will be required at the request of the Construction Manager.
- 2.12.2 This Contractor is responsible for field engineering, layout and field layout from benchmarks and base building control furnished by the Construction Manager. Rough-In requirements are to be dimensioned off of column lines as shown on the contract documents.
- 2.12.3 This Contractor shall be responsible for any patching, repairing and sealing, or for the expense of any patching, repairing and sealing, of any penetrations made and/or required by this Contractor.
- 2.12.4 This Contractor shall be responsible for supplying all submittals in electronic format as well as hard copies for field use.
- 2.12.5 This Contractor acknowledges that his work must be coordinated with work of other trades and further agrees to coordinate his shop drawings, details, and submittals with those of the affected trades to ensure proper fit and coordination with such work.
- 2.12.6 Contractor agrees that in the event that daily clean-up is not performed to the satisfaction of the superintendent, there will be one (1) written request made to the Contractor to correct the situation. Should Contractor not immediately rectify the lack of adequate clean-up, Flintco, LLC reserves the right to provide hourly, temporary labor service to perform the work at Contractors expense.
- 2.12.7 All code and performance testing as required is included in this Agreement. This Agreement is intended to include this Contractor's work so as to conform to all applicable codes. If there exists a conflict between Project Drawing and Specifications and applicable codes, the applicable codes shall govern, and are included in this Agreement. The Contractor shall be notified immediately by this Contractor when the discrepancy is first discovered.
- 2.12.8 Equipment and materials stored on site must be kept organized and in the designated area provided by the Construction Manager. Any fluids which may leak or be generated by maintenance to the Contractor's equipment, shall be cleaned up and or removed from the site in a manner compliant with all laws and regulations.

2.0 - INSTRUCTIONS TO BIDDERS

- 2.12.9 This Contractor will not be allowed to have storage rooms in the building. All storage arrangements must have the prior approval of the Construction Manager.
- 2.12.10 This Contractor is responsible for inspection of work areas and surfaces prior to commencing work and promptly notifying Construction Manager in writing of any deficiencies in workmanship or damages before proceeding with work.
- 2.12.11 Contractor warrants that none of the products installed or supplied by the Contractor contain asbestos or polychlorinated biphenyl (PCB).
- 2.12.12 Should this Contractor's employees use the permanent building elevator, Contractor agrees to equitably share all costs associated with the cab protection, maintenance, operator, warranty work and power usage incurred by the construction usage of the building elevators. All such usage shall be at the discretion of the Construction Manager.
- 2.12.13 Any disposal of excessive waste due to the miss-fabrication or miss-ordering of material shall be at the expense of this Contractor.

2.13 SAFETY REQUIREMENTS

- 2.13.1 Safety on this project is of primary importance. This Contractor agrees to fully comply with the Flintco, LLC Job Safety Plan, policies, and requirements as a part of this contract. This Contractor further agrees to fully comply with all local, state and federal safety requirements as necessary in meeting its legal requirements. Failure to comply with the above will be considered an immediate breach of contract.
- 2.13.2 This Contractor will comply with OSHA & Flintco's Safety Requirements.
- 2.13.3 This Contractor shall review and sign all portions of the Flintco safety requirements package.
- 2.13.4 The Contractor's foreman shall be responsible for completing and submitting a Contractor's Daily Report on Flintco's form to Flintco's Superintendent. These reports are to be submitted on a daily basis by noon on the next work day while the Contractor's work is in progress on this project. The report should include specific information on materials received that day, and the work activities performed that day along with the areas of the building and/or site in which they worked.
- 2.13.5 This Contractor will be responsible of fines, OSHA or otherwise, that are levied against the Contractor due to fault of this Contractor.
- 2.13.6 A safety helmet, safety glasses, level 2 or higher cut-resistant gloves, reflective vest, shirt, or jacket, and hard sole work boots above the ankle are required as mandatory personal protective equipment on all Flintco jobsites.

2.0 - INSTRUCTIONS TO BIDDERS

2.13.7 See attachment in section 5.11.7 for additional information regarding the Flintco safety helmet policy.

2.14 ADMINISTRATIVE REQUIREMENTS

- 2.14.1 The Contractor shall submit to the Contractor a cost breakdown for any and all revisions requested within three (3) calendar days after date of verbal request, written letter, email or fax notifying Contractor of that respective revision. Cost breakdown shall be fully itemized and of sufficient detail to allow evaluation by Flintco, LLC and the Owner's representative.
- 2.14.2 Should a conflict be discovered within the Contract Documents, this Contractor shall be deemed to have estimated the highest quality way of doing his work.
- 2.14.3 In the event the Owner or Flintco, LLC decides to terminate or stop the work for either cause or convenience, Contractor shall be paid a reasonable sum for shop drawings and/or field work to the date of termination. Any other costs for estimating, general office overhead, etc. are deemed general business expenses and shall not be paid by the Owner or Flintco, LLC.
- 2.14.4 This Contractor shall submit, with executed contract, Flintco's "Subcontractor/Supplier Certification".
- 2.14.5 Any project record drawings ("as-builts") that the Contractor is responsible for shall be updated on a monthly basis. The reproducible drawings shall be obtained from and updated at the Flintco, LLC project office. Flintco and the Architect shall review as-builts monthly as a condition of releasing progress payments. As-builts that are not current shall be cause to withhold or reduce progress payments.
- 2.14.6 Subcontractors shall utilize Procore for uploading of submittals and to access the record drawings and plan updates throughout the course of construction. This will require a computer with internet access and possibly an I-pad for on-site staff.
- 2.14.7 Contractor will utilize Procore Pay, or a Functionally equivalent electronic payment management system (the "System"), to manage the payment application and payment processes during the project. All payment applications and all supporting documents required as a condition of payment to Subcontractor shall be in electronic format and shall be submitted to Contractor using the System. On contracts initiated on January 1, 2025 or later, the Subcontractor shall be charged for the use of the System in the amount of 0.2% of Subcontractor's contract value, not to exceed \$4,000.
- 2.14.8 Contractor shall complete their official project punchlist within fifteen (15) calendar days of substantial completion. To facilitate early punchlist completion, Flintco, LLC will provide (by mail, hand distribution, email, and/or by posting in the building) various preliminary punchlists in advance of issue of the official project punchlist. Additionally, Contractors shall self-review and correct deficiencies in their work prior to issue of any preliminary punchlists. Contractor is responsible for as many mobilizations as may be required to complete the Flintco, Architect,

2.0 - INSTRUCTIONS TO BIDDERS

and Owner punchlist as well as any warranty items that may arise during the warranty period.

2.14.9 All field/extra work tickets must be submitted to and received by Flintco, LLC on a daily basis. Any field/extra tickets submitted after twenty-four (24) hours of the event that caused the claim/request will be considered null and void.

2.14.10 Any additional cost or scope of work increases to the contract amount shall be resolved on a monthly basis and each shall clearly be shown as an individual change order on the progress billing. Flintco, LLC will not process requests for extras without such timely and proper backup, written authorization and monthly inclusion into the pay application. All change order pricing shall be inclusive of labor, materials, equipment, applicable taxes, bond premium increases, etc. Additional supervision cost will be subject to the approval of Flintco, LLC.

2.14.11 The Flintco, LLC field superintendent will be the only field representative authorized to sign field/extra work tickets; all such field/extra work tickets will acknowledge verification of time and materials only. The determination of whether the work signed for is extra to the Contract and the value of the extra work will be determined by the Project Manager.

2.14.12 If this Contractor decides to assign any portion of this Subcontract, the Contractor shall maintain all privileges under Paragraph 16 Assignment of Flintco's standard subcontract, as well as require this Contractor to maintain a full time company employee/liason between the Contractor and its Sub-Contractor at the jobsite as required by the Contractor to resolve any problems which might arise.

2.14.13 This Contractor's workers shall conduct themselves in a manner so as to not to offend nor interfere with the activities of the general public or area employees; the Flintco, LLC Superintendent will have the responsibility and authority to remove any Contractors' offending employee(s) from the project. Any such employee(s) of this Contractor will be replaced immediately and without causing production delays to the project schedule.

2.14.14 Payment to Contractor will be contingent upon Owner payment to Flintco, LLC. Payment withheld will be based on written documentation of concern as to quality or unacceptable performance of work directly under the control and responsibility of the Contractor.

2.14.15 All original lien releases are to be sent to Flintco as noted on the top of the release, (Attention: Wyatt Ward - wyatt.ward@flintco.com). Two (2) copies of each properly executed and notarized lien release shall be sent to the Flintco, LLC Project Manager, attached to/with the following month's application for payment.

2.15 PLAN ROOMS

2.15.1 Copies of drawings and specifications are on file and are open to inspection at the following locations:

2.0 - INSTRUCTIONS TO BIDDERS

Flintco, LLC, Springdale, AR
Southern Reprographics, Inc., Fayetteville, AR
Smartbidnet.com - by special invitation only
Building Connected.com – by special invitation only

2.16 SUBMISSION OF BIDS

- 2.16.1 Faxed bids will be accepted. Fax bids to Flintco, LLC at (479) 750-4690.
- 2.16.2 Emailed bids will be accepted. Email bids to arkansasbids@flintco.com
- 2.16.3 Delivered bids will be accepted. Deliver to Flintco, LLC, 184 E. Fantinel Blvd., Springdale, Arkansas 72762

2.17 ARKANSAS STATE CONTRACTOR'S LICENSE REQUIREMENT

- 2.17.1 Subcontractors of PROPERLY LICENSED contractors can work with a Subcontractor Registration Certificate instead of a full license. If there is a contract with a properly licensed contractor, then that is a subcontractor. If there is a contract with the owner (written, verbal, otherwise, it does not matter) that is considered a PRIME contractor, not a subcontractor. The subcontractor may use a Commercial License in lieu of a Subcontractor Registration Certificate. For more information, see <https://www.aclb.arkansas.gov/apply-for-contractors-license/>

2.18 ATTACHMENTS

- 2.18.1 FLINTCO SUBCONTRACT
- 2.18.2 FLINTCO PURCHASE ORDER
- 2.18.3 FLINTCO SERVICE AGREEMENT
- 2.18.4 myCOI REGISTRATION INSTRUCTIONS

SUBCONTRACT AGREEMENT

ARTICLE 1 AGREEMENT

This Agreement is entered into this XX day of XXXXXX in the year XXXX by and between **FLINTCO, LLC**, 184 East Fantinel Blvd., Springdale, AR 72762, referred to in this Agreement as the Contractor, and the

SUBCONTRACTOR XXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXX, XX XXXXXX

ATTENTION: XXXXXXX XXXXXXXXXXXXXXXX

referred to in this Agreement as the Subcontractor for services in connection with this

PROJECT NAME XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

PROJECT NO. XXXXXXX

LOCATION XXXXXXXXXXXXXXXX
XXXXXXXXXX, XX XXXXXXX

whose

OWNER is XXXXXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXX, XX XXXXXXX

and whose

ARCHITECT/
ENGINEER is XXXXXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXX, XX XXXXXXX

NOTICE TO THE PARTIES SHALL BE GIVEN AT THESE ADDRESSES

2. Safety

2.1 The Subcontractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Subcontract Work is its responsibility. The Subcontractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Subcontract Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Subcontract Work by the Contractor.

2.2 When so ordered, the Subcontractor shall stop any part of the Subcontract Work which the Contractor deems unsafe until corrective measures satisfactory to the Contractor have been taken. The Subcontractor agrees that it shall not have nor make any claim for damages arising from such stoppages. Should the Subcontractor fail to take appropriate corrective measures in a timely manner, the Contractor may do so at the cost and expense of the Subcontractor and may deduct the cost and expense thereof from any payments due or to become due to the Subcontractor. Failure on the part of the Contractor to stop unsafe practices shall in no way relieve the Subcontractor of its responsibility therefore.

2.3 The Subcontractor will follow the provisions of all applicable statutes and ordinances which require persons or firms doing excavation to do so only after giving notice to utility companies and obtaining information on the location of utilities (such as "one-call" systems).

3. Subcontractor Representations

3.1 The Subcontractor acknowledges receipt of all policies/procedures listed in Exhibit C. Subject to applicable law the Subcontractor further agrees to be bound by these policies/procedures as part of this Agreement. The Subcontractor represents and agrees that it has carefully examined and understands this Agreement and the other Subcontract Documents, has investigated the nature, locality and site of the Subcontract Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the Contractor, the Owner or any of their respective officers, agents or employees.

3.2 The commencement of the Subcontract Work by the Subcontractor on the site of the Project shall constitute the legal and binding acceptance by the Subcontractor of this Agreement. For purposes of this paragraph the mobilization of equipment, delivery of materials or the performance of actual labor on the Project site, whichever occurs first, shall constitute a "commencement" of Subcontract Work by the Subcontractor. The Contractor reserves the right, however, to insist on a signed Agreement prior to the making of any payment to the Subcontractor.

4. Bonds

If required by the Contractor, a Performance Bond and a Separate Payment Bond satisfactory to the Contractor, in its sole determination are required to be furnished in the full amount of the Subcontract Amount. If Bonds are required they shall be furnished by a surety acceptable to the Contractor, in the full amount of the Subcontract Amount, and on the forms attached as Exhibit G. Subcontractor must also furnish any applicable statutory bonds if required by the state in which the Project is located.

5. Subcontractor Duties

5.1 Subcontract Work. The Contractor retains the Subcontractor as an independent contractor, to provide all labor, materials, equipment and services necessary or incidental to complete the part of the work which the Contractor has contracted with the Owner to provide on the Project as set forth in Exhibit A to this Agreement, consistent with the Project Schedule and in strict accordance with and reasonably inferable from the Subcontract Documents. The Subcontractor agrees to perform such part of the work (hereafter called "Subcontract Work") for the Project under the general direction of the Contractor and subject to the final approval of the Contractor, Architect/Engineer or other specified representative of the Owner.

5.2 Subcontract Documents. The Subcontract Documents include this Agreement, Agreement between the Owner and the Contractor ("Prime Contract"), including all addenda, modifications, revisions, plans, drawings, specifications, details, together with all general, technical, supplementary and special terms and conditions, any invitations for bids or information for bidders, if any, to the extent applicable, and all other documents listed in or referred to by the Prime Contract. The Contractor and the Subcontractor are mutually bound by the terms of this Subcontract. To the extent the terms of the Prime Contract apply to the work of the Subcontractor, then the Contractor assumes toward the Subcontractor all the obligations, rights, duties and redress that the Owner under the Prime Contract assumes toward the Contractor. In the identical way, the Subcontractor assumes toward the Contractor all the same obligations, rights, duties and redress that the Contractor assumes toward the Owner and Architect/Engineer under the Prime Contract. This Agreement and the rest of the Subcontract Documents are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with a provision of the Subcontract Documents, the provision granting greater rights or remedies to the Contractor or imposing the greater duty, standard or responsibility or obligation on the Subcontractor shall govern.

5.3 Design Delegation. If the Subcontract Documents (1) specifically require the Subcontractor to provide design services and (2) specify all design and performance criteria, the Subcontractor shall provide the design services necessary to satisfactorily complete the Subcontract Work. Design services provided by the Subcontractor shall be procured from licensed, design professionals (the "Designer") retained by the Subcontractor as permitted by the law of the place where the Project is located. The Designer's signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by the Designer. Shop Drawings and other submittals related to the Subcontract Work designed or certified by the Designer, if prepared by others, shall bear the Subcontractor's and the Designer's written approvals when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by the Designer.

5.3.1 If the Designer is an independent professional, the design services shall be procured pursuant to a separate agreement between the Subcontractor and the Designer. The Subcontractor-Designer agreement shall not provide for any limitation of liability or exclusion from

participation in the multiparty proceedings requirement of Paragraph 21.6. If applicable, the Designer(s) is (are)

The Subcontractor shall notify the Contractor in writing if it intends to change the Designer. The Subcontractor warrants the design furnished by the Designer will be in conformance with the information given and the design concept expressed in the Subcontract Documents. The Subcontractor shall not be responsible for the adequacy of the performance or design criteria required by the Subcontract Documents furnished by the Owner, Architect/Engineer or Contractor

5.3.2 The Subcontractor shall not be required to provide design services in violation of any applicable law.

5.4 Clean Up. The Subcontractor is responsible for its own "clean-up" and keeping the Subcontract Work areas "broom clean". If the Contractor determines the Subcontract Work area to be unsatisfactorily cleaned, the Contractor will so advise the Subcontractor. If the Subcontractor fails to commence cleaning procedures within twenty four (24) hours and continue to clean said area to the Contractor's satisfaction, the Contractor may without further notice execute and complete such clean up activities as the Contractor deems necessary and charge the cost to the Subcontractor or deduct such cost from payments due to the Subcontractor. The Subcontractor is responsible to clean the mud and gravel off its vehicles (including vehicles operated by its subcontractors and suppliers) prior to leaving the site. Any mud or gravel that is tracked onto the surrounding roads shall be removed immediately. The Contractor has the right to clean up surrounding roads immediately upon the Subcontractor's failure to do so, the cost of which shall be deducted from the Subcontractor's next payment.

5.5 Protection of Subcontract Work. The Subcontractor is responsible for protection of its material, equipment and installation until the final acceptance by the Owner and the Architect.

5.6 Protection of the Project. The Subcontractor shall confine operations at the Project site to areas permitted by the Contractor and shall not unreasonably encumber the Project site with materials or equipment. The Subcontractor is responsible for any damage caused to adjacent property or access roads by the Subcontractor, its subcontractors or suppliers during the course of the Subcontract Work.

5.7 Supervision. All of the Subcontract Work is the sole and absolute responsibility of the Subcontractor; shall be initiated, managed, performed and completed by qualified, competent, skilled and reputable supervisors, administrators, mechanics and laborers, all of which are satisfactory to the Contractor; shall be in full compliance with the Subcontract Documents including this Subcontract; and shall meet the approval and acceptance of the Contractor and the Owner or its authorized representative.

6. Schedule

Time is of the essence. The Subcontractor shall commence the Subcontract Work under this Subcontract when notified by the Contractor and shall complete the Subcontract Work in a diligent manner in accordance with the Subcontract Documents and the Schedule of Work as set forth in Exhibit E so that progress or completion of the Project will not be delayed and in such a manner that the Contractor, any other subcontractors, and any separate contractors of the Owner shall not be delayed or impeded in their work. The Subcontractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Subcontract Work by providing information on the timing and sequence of operations so as to meet the Contractor's overall schedule requirements. The Subcontractor shall continuously monitor the Project Schedule including any revisions thereto, and other work on the Project so as to execute the Subcontract Work in accordance with the requirements of the Project Schedule. The Subcontractor agrees to be responsible for, carry out, and perform all time guarantees upon work or materials referred to in the Subcontract Documents relating to any labor performed or material furnished under this Subcontract.

7. Payment

7.1 In consideration of faithful and timely performance by the Subcontractor of all the covenants and the conditions aforesaid, the Contractor agrees to pay the Subcontractor, subject to other provisions hereof, including authorized additions and deletions, the sum of

Zero Dollars (\$0)

(the "Subcontract Amount") which sum includes all applicable taxes. Payment shall only be due for the portion of the Subcontract Work actually completed to the satisfaction of the Contractor, the Architect and the Owner. Within ten (10) days after receipt by the Contractor of payment from the Owner, the Contractor shall make payment in the amount and to the extent received from the Owner, less any applicable retainage or other set off. However, receipt of payment by the Contractor from the Owner for the Subcontract Work is a condition precedent to the obligation by the Contractor to pay the Subcontractor for the Subcontract Work in accordance with the preceding sentence, and payment for the Subcontract Work will be made to Subcontractor by the Contractor if and only to the extent such payment is received by the Contractor from the Owner. The Subcontractor hereby acknowledges that it relies on its own evaluation of the credit worthiness of the Owner, and not the credit worthiness of the Contractor, with respect to payment for the Subcontract Work, and expressly assumes the risk of non-payment by the Owner thereof, for any reason including, without limitation, insolvency of the Owner. Notwithstanding Subparagraph 5.2 of this Agreement, the provisions of this Section shall prevail over any conflicting provisions in the Prime Contract. Progress payment applications must be submitted by the Subcontractor each month in an amount equal to **XXXXXXXX percent (XX%)** of the estimated value of the labor, materials and equipment incorporated in the construction and materials and equipment suitably stored at the Project site, less the aggregate of previous payments. The Subcontractor's Affidavit and Waiver of Lien for prior payments must be properly executed by an authorized representative of the Subcontractor and returned to the Contractor prior to issuance of subsequent payments.

7.2 Within fifteen (15) days from the date payment is requested, the Subcontractor shall furnish the Contractor with a tabulated breakdown of the portion

of the Subcontract Work included in the payment request, listing items of the work in sufficient detail as determined by the Contractor to easily facilitate payment requests to be checked by the Contractor as the work progresses.

7.3 Each payment request or invoice must be received by the Contractor by the **XX** day of the month to be processed with the Contractor's payment application that month. Invoices and payment requests received that are inaccurate or without substantiation, or after said day of the month will be held until corrected and substantiated, and then processed with the following month's payment application.

7.4 The Subcontractor shall submit its request for partial payment conforming to the standard Contractor billing form, with schedule of values attached thereto, representing a true and accurate estimate of the Subcontract Work completed, and materials stored during the immediately preceding month or such other immediately preceding period as directed by the Contractor. In addition, if allowed by the Subcontract Documents, all invoices and insurance certificates shall be included for all stored materials in an off-site storage area applicable to the payment request.

7.5 The Subcontractor shall, additionally with each payment request, submit copies of payrolls to document the value of work in place and a Partial Release of Lien from all lower tier subcontractors and major material suppliers for which payment has previously been made to the Subcontractor by the Contractor.

7.6 If the Contractor, in its sole discretion, deems it necessary, the Subcontractor agrees to receive each of its progress payments and final payment in the form of multiple checks issued jointly between the Subcontractor's lower tier subcontractors and major material suppliers and the Subcontractor. Lower tier subcontractors that are to receive part or all of their progress payments as joint checks shall additionally submit with their Payment Requests all invoices from each lower tier subcontractor and major supplier and the net payments to be issued to each.

7.7 No partial payment, or certificate therefore, shall constitute acceptance or approval by the Contractor of the Subcontract Work or material for which the partial payment is made. No partial payment shall constitute a waiver by the Contractor of any right to require fulfillment of all the terms of this Subcontract. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by the Contractor of defective work or improper materials or of any element of the Subcontractor's performance determined to be at variance with this Subcontract.

7.8 The Contractor shall have the right to set off any amounts the Subcontractor owes to the Contractor under this Subcontract or bylaw against the remaining balance under this Subcontract, or against any amounts due the Subcontractor under any other agreements with the Contractor.

7.9 Final Payment. Final payment by the Contractor to the Subcontractor shall not become due and payable to the Subcontractor until the following express conditions precedent have been met: (1) The completion of the Subcontract Work required by this Subcontract and acceptance of the Subcontract Work by the Contractor, the Owner and the Architect; (2) execution and delivery by the Subcontractor, in a form satisfactory to the Contractor, of a general release running to and in favor of the Contractor and the Owner; and (3) complete and full satisfaction of all claims, demands, disputes and obligations of the Subcontractor arising out of or related to this Subcontract, including those between the Contractor and the Subcontractor and between the Subcontractor and any third party. Should there be any such claim, lien or unsatisfied obligation, whether before or after final payment is made, the Subcontractor shall deliver payment to the Contractor an amount equal to whatever cost the Contractor and/or the Owner must pay to discharge or defend against any such claim, obligation, lien or action brought, or any judgment thereon and all costs, including legal fees and expenses and a 15% Administrative Fee, incurred in connection therewith.

8. Hazardous Materials

The Subcontractor shall at all times comply with all rules and regulations of any municipality, state or federal environmental protection, and toxic waste and hazardous substances laws, ordinances and regulations, and how they relate to the Subcontract Work, and shall be equally responsible for actions and inactions of subcontractors, sub subcontractors, and any other agents or independent contractors of the Subcontractor. The Subcontractor shall be deemed to, and shall, have included in the Subcontract Amount the containment, removal, disposal or neutralization of all toxic wastes and hazardous substances created, generated or transported to or from the Project site in conjunction with the Subcontract Work. The Subcontractor will be responsible for identifying toxic wastes and hazardous substances generated, released, caused by or resulting from the Subcontract Work and notifying the Contractor of its presence in writing as soon as it is identified. The terms "toxic wastes" and "hazardous substances" shall have the same meaning as defined under federal environmental laws and regulations. At all times the Subcontractor shall defend, indemnify and hold harmless the Contractor from any and all expenses, costs, damages, suits, fines, assessments, penalties and/or causes of action, including attorney's fees through all investigations, negotiations, hearings or appeals, relating to or arising out of the Subcontractor's failure to strictly comply with the terms of this paragraph.

9. Compliance with Laws

9.1 The Subcontractor agrees to be bound by, and at its own costs comply with, all federal, state and local laws, ordinances and regulations (the "Laws") applicable to the Subcontract Work, including but not limited to safety, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, sexual and racial harassment, and all other Laws with which the Contractor must comply.

9.2 Where prescribed by Law pursuant to direct Federal contracts or Federally-financed or aided contracts, or otherwise required by Law, the Subcontractor agrees the following clauses found in the Subcontract Documents or in the Code of Federal Regulations (CFR) are incorporated in this Subcontract and binding on Subcontractor as if written herein word for word: the clauses entitled "Equal Opportunity Clause" (41 CFR Sections 60-1.4 & 60-4.3); "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans of the Vietnam Era" (41 CFR Section 60-250.4); "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers" (41 CFR Section 60-741.1); "Contract Work Hours and Safety Standards Act-Overtime Compensation"; "Apprentices and Trainees"; "Payrolls and Basic Records"; "Compliance with Copeland Act Requirements"; "Withholding"; "Subcontracts"; "Contract Termination-Department"; "Disputes Concerning Labor Standards"; "Compliance with Davis-Bacon and Related Act Requirements"; and "Certification of Eligibility" and such other clauses as the Federal Government has required by law or contract. Subcontractor agrees to include all such clauses in any non-exempt, lower-tier subcontracts.

9.3 Immigration Compliance. The Subcontractor represents and warrants to the Contractor that the Subcontractor is in compliance with, and shall remain in compliance with, the provisions of the Immigration Reform and Control Act of 1986 (The "Act") and all other Federal, State, and/or local immigration statutes/ordinances, as applicable, including, but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment and prohibiting discrimination on the

basis of national origin, United States citizenship, or intending citizen status. The Subcontractor agrees to indemnify the Contractor and to hold the Contractor harmless from all liability, including liability for interest and penalties, the Contractor incurs which results from or is attributable to the Subcontractor's failure to comply with any provisions of the Act, and or applicable Federal, State, and/or local immigration statute/ordinance, including reimbursing the Contractor any monies expended by the Contractor in participating in or responding to any investigation/suit/civil or criminal immigration matter involving the Subcontractor. As it relates to immigration compliance, the Subcontractor shall be responsible for completing any and all required documentation in accordance with requirements put forth by the Owner, Contractor or applicable law.

9.4 The Subcontractor shall be liable to the Contractor and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Subcontractor, its Sub-Subcontractors at any tier, and its and their respective employees and agents resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties, restitution, judgments, and other damages resulting from such acts of commission or omission.

10. Insurance

10.1 The Subcontractor agrees to procure, pay for and maintain in full force and effect during the course of the performance of the Subcontract all insurance required by the laws of the state in which the Subcontract Work covered by this Subcontract is being performed, and in such form and amounts as described in Exhibit B which is attached hereto and incorporated into this Subcontract. The Subcontractor shall not commence the Subcontract Work nor receive any payment hereunder until Certificate of such insurance is furnished to the Contractor.

10.2 The Contractor shall have no duty to the Subcontractor or to any of its insurers or their insurance agents to review any certificates or copies of insurance furnished to the Contractor or to determine whether the terms of each certificate or policy of insurance comply with the insurance-related provisions of the Subcontract. A failure of the Contractor to detect that the Subcontractor has not submitted certificates, or proper certificates, or is otherwise not in compliance with the insurance-related provisions of the Subcontract shall not be construed as a waiver or other impairment of any of the Contractor's rights under such insurance-related provisions.

10.3 If the Subcontractor fails to procure and maintain such insurance, in addition to the option of declaring the Subcontractor in default for breach of a material provision of this Subcontract, the Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides the Contractor with equivalent protection, and the Subcontractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Contractor, the cost of said insurance purchased by the Contractor shall be charged against and deducted from any monies then due or to become due to the Subcontractor or the Contractor shall notify the Subcontractor of the cost thereof and the Subcontractor shall promptly pay such cost.

10.4 The Subcontractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Subcontractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Subcontractor shall obtain appropriate endorsements acceptable to the Contractor as a condition of this Subcontract.

10.5 The Subcontractor shall at its own expense provide insurance coverage for materials stored off the site after written approval of the Contractor at the value established in the approval, and also for portions of the Subcontract Work in transit until such materials are permanently incorporated into the Project. The risk of loss for material and equipment provided by this Subcontract, whether in a deliverable state or otherwise, shall remain with the Subcontractor. Any damages to the material and equipment or loss of any kind occasioned in transit shall be borne by the Subcontractor, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs.

11. Indemnity

11.1 General Indemnity. To the fullest extent allowed by law, the Subcontractor agrees to defend, indemnify and hold harmless the Contractor to the same extent Contractor is obligated to defend, indemnify and hold harmless the Owner. In the absence of such Owner-required defense and indemnification, the Subcontractor shall defend, indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect/Engineer, the Owner and their agents, consultants, members and employees (the Indemnitees) from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, costs and expenses for bodily injury and property damage that may arise from the performance of the Subcontract Work to the extent of the negligent acts or omissions by, or the fault of, the Subcontractor, the Subcontractor's sub-subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts or omissions any of them may be liable. The Subcontractor agrees to purchase and maintain contractual liability insurance covering its obligations in this article. These obligations shall not be interpreted to reduce or negate any other rights or obligations of indemnity otherwise existing with regard as to any party or person described in this Article.

11.2 Patents. The Subcontractor hereby agrees to defend, indemnify and hold harmless the Contractor and the Owner from and against any and all liability, loss or damage and to reimburse the Contractor and the Owner for any costs, including legal fees and expenses, which the Contractor and the Owner may incur because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Subcontract Work, or materials, equipment or other items used by the Subcontractor in its performance.

11.3 No Limitations. In furtherance to, but not in limitation of the indemnity provisions in this Subcontract, the Subcontractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Subcontract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

12. Termination for Convenience

12.1 It is understood that the basic assumption underlying the mutual obligations and responsibilities entered into by the parties to this Subcontract is the continued performance with respect to the Prime Contract that exists between the Contractor and the Owner. If, for any reason, the Prime Contract is breached, rescinded or terminated, the Contractor shall have the right to immediately terminate this Subcontract. In no event shall the Contractor be obligated to the Subcontractor for any anticipatory profits or any damages incurred by the Subcontractor as a result of the termination of this Subcontract, unless approved and paid by the Owner. The Subcontractor agrees that the Contractor's decision or determination regarding the pro rata share of any monies received from the Owner as damages or compensation for said breach, rescission or termination of the Agreement shall be final and conclusive

and that the Subcontractor shall have no claim or cause of action against the Contractor for any reason or greater amount.

12.2 The Contractor shall have the right at any time by written notice to the Subcontractor, to terminate this Subcontract without cause and require the Subcontractor to cease work. In the event of such a termination for convenience, the Subcontractor shall be entitled to payment pursuant to the terms of the Subcontract for the portion of the Subcontract Work actually completed as of the date of termination, together with reasonable costs of demobilization and such other reasonable costs as may be encountered by the Subcontractor and directly attributable to such termination provided that such amount may be reduced by all amounts for which the Subcontractor is liable or responsible. However, the Subcontractor shall only be entitled to profit on that portion of the work actually completed and approved for payment to the date of termination together with retainages withheld from prior payments. The Subcontractor waives any claim for loss of anticipated profits or other damages in the event the Contractor exercises this clause.

13. Failure of Performance

13.1. Non-Conforming Subcontract Work. The Subcontractor shall provide sufficient, safe and proper facilities at all times for inspection by the Architect, the Owner or the Contractor of the Subcontract Work in the field, at shops or at any other place where materials required hereunder are in course of preparation, manufacture, treatment or storage. The Subcontractor shall, within twenty four (24) hours after receiving written notice from the Contractor to that effect, proceed to remove from the site any materials condemned by the Architect, the Owner, or the Contractor, whether worked or unworked, and to take down all portions of the Subcontract Work which the Architect, the Owner or the Contractor has condemned in writing, as unsound or improper, or as in any way failing to conform to the drawings, specifications and addenda and shall take full financial responsibility for all damage caused by such removal. In the event that all or any portion of the Subcontract Work as condemned should be of such a nature, or the time available should be so limited, that in the judgment of the Architect, the Owner or the Contractor it would not be expedient to order the same replaced or corrected, the Contractor, at its option, may deduct from the payments due or to become due to the Subcontractor such amount or amounts as in the opinion of the Architect or the Owner shall represent the difference between the fair and reasonable value of the Subcontract Work so condemned and its value had it been executed in conformity with the Subcontract Documents.

13.2 Notice to Cure If the Subcontractor is unable, refuses or fails to supply enough properly-skilled workers, proper materials, correct non-conforming Subcontract Work, or maintain the Schedule of Work, or fails to make prompt payment to its workers, subcontractors or suppliers, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, the Subcontractor shall be deemed in default of this Agreement. If the Subcontractor fails within three (3) business days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Contractor without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

- 13.2.1** to supply workers, materials, equipment and facilities as the Contractor deems necessary for the completion of the Subcontract Work or any part which the Subcontractor has failed to complete or perform after written notification, and charge the cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to the Subcontractor;
- 13.2.2** to contract with one or more additional contractors to perform such part of the Subcontract Work as the Contractor determines will provide the most expeditious completion of the Subcontract Work, and charge the cost to the Subcontractor; and/or
- 13.2.3** withhold any payments due or to become due the Subcontractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the Contractor.
- 13.2.4** terminate the Subcontractor for default by delivering written notice of such termination to the Subcontractor.
- 13.2.5** to charge to the Subcontractor an Administrative Fee of 15% of all costs incurred by the Contractor in exercising any of the above remedies.

In the event of an emergency affecting the safety of persons or property, the Contractor may proceed as above without notice, but the Contractor shall give the Subcontractor notice promptly after the fact as a precondition of cost recovery.

13.3 Termination for Default. If the Subcontractor has been terminated for default, the Contractor may take possession of the plant and Subcontract Work, materials, tools, appliances and equipment of the Subcontractor at the Project site, and through itself or others provide labor, equipment and materials to prosecute Subcontract Work on such terms and conditions as shall be deemed by the Contractor as necessary, and shall deduct the cost, including without restriction all claims, charges, expenses, losses, costs, damages, and attorneys' fees, incurred as a result of the Subcontractor's failure to perform, from any money then due or thereafter to become due to the Subcontractor under this Agreement.

13.3.1 If the Contractor so terminates the employment of the Subcontractor, the Subcontractor shall not be entitled to any further payments under this Agreement and no sum shall be deemed due or to become due to the Subcontractor until Subcontract Work has been completed and accepted by the Owner, all Subcontract requirements have been fulfilled, and payment has been received by the Contractor from the Owner. In the event the unpaid subcontract earnings exceed the Contractor's cost of completion and any and all incidental costs, including administrative, legal and other professional fees, the difference shall be paid to the Subcontractor, but if such expenses exceed the subcontract earnings, the Subcontractor agrees to pay the difference to the Contractor promptly.

13.3.2 If it is determined or agreed that the Contractor wrongfully exercised any option under this Article, the Contractor shall be liable to the Subcontractor solely for the reasonable value of Subcontract Work performed by the Subcontractor prior to such action, including reasonable overhead and profit on the Subcontract Work performed, less prior payments made. Under no circumstances shall the Subcontractor be entitled to recovery of claimed lost future profits.

14. Delays

14.1 Should the progress of the Subcontract Work be delayed, obstructed or interfered with through any fault, action or failure to act by the Subcontractor or any of its officers, agents, employees, subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to the Contractor or the Owner, including legal fees or expenses incurred in defending claims arising from such delay or seeking reimbursement and indemnity from the Subcontractor and its surety hereunder, the Subcontractor and its surety agree to compensate and indemnify the Contractor and the Owner against all such costs, expenses, damages and liabilities.

14.2 In addition, the Subcontractor, at the Contractor's direction and at the Subcontractor's own cost and expense, shall work such overtime as may be necessary to make up for all time lost in the completion of the Subcontract Work and in the completion of the Project due to such delay. If the Subcontractor fails to make up for the time lost by reason of such delay, the Contractor has the right to use other subcontractors or suppliers and to take whatever other action the Contractor deems necessary to avoid delay in the completion of the Subcontract Work and the Project, the cost of which shall be borne by the Subcontractor. In the event Subcontractor delays timely performance of the Subcontract Work or to the completion of the Project, either by its acts or omissions, and such delays result in the Contractor being charged by the Owner with actual or liquidated damages, then the Subcontractor shall reimburse the Contractor the full amount of all such damages and charges resulting from the delays caused by the Subcontractor. The Contractor may offset any such damages against the remaining balance due to the Subcontractor on the Subcontract Amount, if any.

14.3 If the commencement and/or progress of the Subcontract Work is delayed without the fault or responsibility of the Subcontractor, the time for the Subcontract Work shall be extended by Subcontract Change Order to the extent obtained by the Contractor from the Owner pursuant to the Prime Contract, and the Schedule of Work shall be revised accordingly.

15. Changes

15.1 Subcontract Changes. The Contractor and the Subcontractor agree the Contractor may make changes to the Subcontract Work, including but not limited to; additions, deletions or revisions. Any changes made to the Subcontract Work involved, or any other parts of this Agreement, shall be by a written Change Order. To the extent that any such change impacts Subcontractor's cost of or time for performance, the Subcontract Amount and Subcontract Schedule shall be equitably adjusted to compensate for such impact. Changes shall be initiated by one of the three methods outlined below, or as provided in the Prime Contract and shall be incorporated into the Subcontract by a Change Order.

15.1.1. Request for Change Proposal. A Request for Change Proposal (RFCP) is a written request that informs Subcontractor about a potential change in the Subcontract Work and requests a proposal for the potential change. Subcontractor shall promptly reply with such request. Subcontractor shall not implement the change or incur any costs until a Change Order is fully executed.

15.1.2. Construction Change Directive. A Construction Change Directive (CCD) is a written directive that instructs Subcontractor to take some immediate action in connection with the Subcontract Work. CCDs are issued when there is not time to issue a RFCP or Change Order. Subcontractor shall immediately proceed so as not to delay the progress of the Work and in accordance with the terms of the CCD. Any impact of a CCD on the Contract Price or Schedule shall be adjusted by a Change Order.

15.1.3. Change Order Requests. Within seven (7) calendar days after the occurrence of any event or observance of any condition that Subcontractor believes entitles Subcontractor to an adjustment in Subcontract Amount and/or Subcontract Schedule, Subcontractor shall prepare and submit a Change Order Request (COR) to Contractor. The COR shall include a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the proposed change to the Subcontract Amount and/or Subcontract Schedule.

15.2 Change Orders. A Change Order (CO) is a written instrument prepared by the Contractor and signed by the Subcontractor stating their agreement with the change in the Subcontract Work and any adjustment to the Subcontract Amount and/or Subcontract Schedule. All changes and/or additions in the Subcontract Work ordered in writing by the Contractor shall be deemed a part of the Subcontract Work and shall be performed and furnished in strict accordance with all terms and conditions of this Agreement and the Subcontract Documents, including the current Schedule of Work.

Change Orders will be used to implement approved Requests for Change Proposals, Construction Change Directives and Change Order Requests. Upon receipt of a properly documented COR or CCD, the parties shall negotiate in good faith to determine if the Subcontractor is entitled to a Change Order and, if so, the appropriate equitable adjustment. Any adjustment to the Subcontract Amount shall be established by one of the following methods:

- a. mutual acceptance of an itemized lump sum, or
- b. unit prices as indicated in the Subcontract Documents or as subsequently agreed to by the parties; or
- c. costs determined in a manner acceptable to the parties and a mutually acceptable fixed or percentage fee; or
- d. another method provided in the Subcontract Documents.

If the Parties are unable to agree on the dispositions of a COR or CCD, Contractor will either (i) issue a Notice denying Subcontractor's request or (ii) issue a unilateral Change Order setting forth the Contractor's final determination regarding the adjustments. Any cost and schedule adjustments shall be a full accord and satisfaction for all cumulative impacts of the underlying change.

15.3 The Subcontractor shall not be entitled to receive additional compensation for extra work or materials or changes of any kind except to the extent the same was ordered by the Contractor or any of its representatives. The Subcontractor shall be responsible for any costs incurred by the Contractor for changes of any kind made by the Subcontractor that increase the cost of the Work for either the Contractor or other subcontractors when the Subcontractor proceeds with such changes without a Change Order or Construction Change Directive.

15.4 Determination by Owner or Architect/Engineer. Notwithstanding any other provision, if the Subcontract Work for which the Subcontractor claims additional compensation is determined by the Owner or Architect/Engineer not to entitle the Contractor to a Change Order, additional compensation or a time extension, the Contractor shall not be liable to the Subcontractor for any additional compensation or time extension for such Subcontract Work, unless the Contractor agrees in writing to pay such additional compensation or to grant such extension.

16. Claims

16.1 A Claim is a written demand by Subcontractor seeking an adjustment in the Subcontract Amount and/or Subcontract Schedule or some other relief under the terms of the Subcontract for events other than a RFCP that has been denied in writing. Subcontractor shall provide Notice to Contractor of any potential Claim within seven (7) calendar days after the event giving rise to the Claim. Within fifteen (15) calendar days thereafter, Subcontractor shall submit a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the alleged change to the Subcontract Amount and/or Subcontract Schedule. Claims not timely made, in writing, by the Subcontractor shall be deemed to have been abandoned and waived. The acceptance and consideration of any claim out of time by the Contractor shall not create any precedent nor "course of dealing" between the Contractor and the Subcontractor, nor shall it waive the Contractor's right to insist on strict adherence by the Subcontractor to the contract claims procedures. If Contractor denies Subcontractor's Claim, Subcontractor may pursue the matter under Article 21 Dispute Resolution.

16.2 The Subcontractor shall not delay or suspend the Subcontract Work because of the pendency of or the denial by the Contractor of any such claim or because of the continuance of the condition out of which the claim arose, but shall proceed diligently in performing the Subcontract Work while the claim is being resolved by agreement or being fully adjudicated.

16.3 In the event the Subcontractor asserts that it should receive additional compensation because of an act or omission on the Owner's part, or someone for whom the Owner is responsible, the Subcontractor shall promptly submit the claim to the Contractor in writing at least three (3) working days before the date the Contractor is required to submit such claims under the Prime Contract. If timely submitted with all documentation required by the Prime Contract, the Contractor will, on behalf of the Subcontractor, submit the same to the Owner for its consideration. Failure of the Subcontractor to submit such claims in a timely and proper manner shall result in a waiver of such claim and the Contractor is not required to submit it to the Owner, and the Subcontractor shall be bound to the same consequence which the Contractor would suffer under the Prime Contract.

16.4 The Subcontractor shall fully cooperate with the Contractor in the submission of such pass through claims, shall prepare all supporting data and do everything else necessary to properly present the claims, including payment of legal fees incurred by the Contractor to prepare, submit and negotiate or otherwise resolve such claim. Should the Owner allow and pay additional compensation to the Contractor on account of such pass through claim asserted by the Subcontractor, the Contractor will pay the same to the Subcontractor, less the Contractor's overhead, costs, expenses, legal fees and a 15% Administrative Fee.

16.5 It shall be an express condition precedent to any obligation on the part of the Contractor to make payment of any cost, reimbursement, compensation or damages to the Subcontractor hereunder that the Contractor shall first be determined to be entitled to such compensation on behalf of the Subcontractor and then receive such payment from Owner, and Subcontractor expressly acknowledges that the Contractor is not obligated or required to pursue the Subcontractor's claim against the Owner if the Contractor, in its sole discretion, after review of the Subcontractor's claim, has deemed the claim to lack merit in whole or in part.

16.6 If at any time a controversy should arise between the Contractor and the Subcontractor with respect to any matter in this Subcontract which the Contractor determines is not a claim, dispute or controversy which should involve or be asserted against the Owner, the decision of the Contractor relating to the subject of the controversy shall be followed by the Subcontractor.

17. Taxes

The Subcontract Amount includes all applicable sales, excise, transportation, unemployment compensation, social security, and any other taxes presently existing or subsequently imposed and levied and the Subcontractor agrees to pay all of the above and to conform to all applicable municipal, state and federal laws in connection with such taxes. The Subcontractor further agrees to withhold taxes from the wages and salaries of all employees of the Subcontractor and pay the same in accordance with the federal and state laws and regulations pertaining thereto. The Subcontract Amount includes federal, state and municipal taxes now levied or in force or hereafter imposed on any and all tangible personal property sold or transferred to the Contractor under this Subcontract and the Subcontractor agrees to pay such tax or taxes on such property, the cost of which is included in the Subcontract Amount.

18. Liens

18.1 The Subcontractor shall promptly pay when due all its project creditors, together with the project creditors of all those below it in the contractual chain.

18.2 If the Project involves private work, the Subcontractor shall keep the property and improvements free and clear of all mechanic, materialmen and similar lien claims or statements. In the event any such lien is filed, asserted or claimed, the Subcontractor shall immediately secure its release either by paying the lien claimant, by filing a lien release bond, or by any other means permitted by law. If not so released, the Contractor may retain an amount equal to 150% of the lien or claim and may pay the claimant and offset that amount, plus any legal fees from the amount so retained. If the Project involves public work, the Subcontractor shall promptly pay and secure releases from all of its project creditors, including all those below it in the contractual chain, who are entitled to assert claims against the Contractor or its surety.

18.3 If any claim or lien is made or filed with or against the Contractor, the Owner, the Project, the Premises or the Project funds by any person claiming that the Subcontractor or any subcontractor or other person under subcontract to the Subcontractor, or any person or entity employed or engaged by the Subcontractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other obligations furnished or incurred in connection with the Subcontract Work, or if the Subcontractor or any subcontractor or other person under subcontract to the Subcontractor, or any person or entity employed or engaged by the Subcontractor at any tier causes damage to the Subcontract Work or any other work on the project, or if the Subcontractor fails to perform or is otherwise in default of any term or provision of this Subcontract, the Contractor shall have the right to retain from any payment then due or thereafter due an amount which the Contractor deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien, (2) make good any such nonpayment, failure, damage or default, and (3) defend, indemnify and hold harmless the Contractor and the Owner against any and all losses, damages and costs, including legal fees and expenses, incurred by either or both of them. The Contractor shall require proof that any such nonpayment, claim or lien is fully satisfied, dismissed and discharged before any remaining retained funds will be released. The Contractor shall, in addition, have the right to apply and charge against the Subcontractor so much of the amount retained as may be required for the foregoing purposes and the Subcontractor shall pay and reimburse the Contractor and the Owner all such losses, damages, and costs incurred by them which

exceed the retained funds.

19. Assignment

To the fullest extent permitted by law, the Subcontractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Subcontract including, but not limited to, any right to receive payments hereunder, without the prior written consent of the Contractor in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event the Subcontractor assigns, sells, encumbers or otherwise transfers its right to any funds due or to become due under this Subcontract as security for any loan, financing or other indebtedness ("Assignment"), notification to the Contractor of such Assignment must be sent by certified mail, return receipt requested, to the Contractor and the Assignment shall not be effective as against the Contractor until the Contractor provides its written consent to such Assignment. The Subcontractor agrees that any such Assignment shall not relieve the Subcontractor of any of its agreements, duties, responsibilities or obligations under this Subcontract and the Subcontract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the Contractor and such assignee or transferee.

20. Guarantee/Warranty

For a period equal to that imposed upon the Contractor under the Prime Contract, but in no event less than one year from the date of the Owner's final acceptance of the Subcontract Work, the Subcontractor guarantees and warrants that the Subcontract Work complies with the Subcontract Documents requirements and is free from defects in material and workmanship. The Subcontractor shall remain liable for defects in the Subcontract Work for the same period the Contractor remains liable to the Owner under the Prime Contract, or as required by law, whichever is greater. This guarantee/warranty shall include, but is not limited to, the cost of all labor, material and related items necessary to correct any such defect, plus the cost of repairing any damage to other items which may have been caused by the defective material or workmanship. If the Subcontractor fails to begin warranty work within forty-eight (48) hours of being notified that such work is necessary, the Contractor may, at its option, perform the necessary remedial work or secure its performance by others and charge the Subcontractor with the cost thereof, plus a 15% Administrative Fee. Nothing in this paragraph shall shorten the statute of limitations on any action by the Contractor for breach of contract, negligence or other cause of action against the Subcontractor.

21. Dispute Resolution

21.1 Scope of Disputes Provisions. All Claims, disputes or other matters in question between the parties to this Subcontract which arise out of or relate to this Agreement (or the breach thereof), whether in contract or tort, (hereinafter "Dispute") shall be subject to the dispute resolutions set forth below.

21.2 Initial Dispute Resolution/Mediation. A Dispute which either party desires to pursue shall be set forth in a detailed written statement of claim submitted to the other party providing the specific basis upon which monetary or other relief is claimed to be due, the specific contractual provision(s) supporting the claim and an itemization of the amount claimed to be due. Following submission of the detailed statement of claim, Contractor and Subcontractor shall endeavor to settle the Dispute first through face to face direct discussions between corporate officers of the Contractor and Subcontractor which discussions shall be held at the Contractor's office location involved with the Project within thirty (30) calendar days of a request by either party. If the Dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent and before recourse to any other form of binding dispute resolution. The location of the mediation shall be the same city as the location of the Project, unless the parties agree on another location. Upon written notice requesting mediation provided to the other party and the American Arbitration Association, the parties agree to proceed with the mediation as scheduled by the mediator. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be personally delivered to the other party and the mediator.

21.3 Binding Dispute Resolution. In the event Contractor and Subcontractor cannot resolve the Dispute through direct discussions or mediation as contemplated above, then the Dispute shall, at the sole discretion of Contractor, be decided either by submission to (a) arbitration administered by the American Arbitration Association or other arbitration tribunal mutually agreed upon by the parties; or (b) litigation subject to the exclusive jurisdiction and venue of the location of the Project.

21.4 Arbitration Election

21.4.1 In the event Contractor exercises its exclusive right to resolve the Dispute in arbitration, such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or the applicable rules of such other arbitration tribunal as the parties may mutually determine in effect at the time the arbitration is commenced as modified by the terms hereof. Any arbitration hereunder shall be held at the location of the Project.

21.4.2 Should Contractor exercise its exclusive right to resolve the Dispute by arbitration, then within fourteen (14) days after Contractor gives Subcontractor notice of Contractor's election of arbitration, the parties shall use good faith efforts to select a single arbitrator mutually acceptable to both parties. If the parties are unable to select an arbitrator, then the parties will select the arbitrator(s) from a panel of experienced construction arbitrators on the American Arbitration Association's large complex case panel or a comparable panel of experienced construction arbitrators maintained by such other arbitration tribunal mutually selected by the parties then in effect. In the event the amount in Dispute exceeds \$1,000,000.00, Contractor and Subcontractor agree the arbitration shall be heard by a panel of three (3) arbitrators; otherwise, the Dispute shall be heard by a single arbitrator.

21.4.3 The parties will enter into an Electronically Stored Information Agreement outlining the scope and volume for ESI discovery, which shall take into account the amount and complexity of the Dispute.

21.4.4 The arbitration award shall be final and binding upon the parties, shall include attorneys' fees and costs to the prevailing party or parties, and may be entered as a judgment in any court having proper jurisdiction. In any arbitration the Arbitrator(s) shall have no power to render an award which has the effect of altering or amending or changing in any way any provisions of this Subcontract.

21.4.5 The parties stipulate and agree that the performance of this Subcontract is a transaction involving interstate commerce.

Notwithstanding other provisions in the Subcontract, or choice of law provisions to the contrary, this agreement to arbitrate shall be enforced pursuant to, and governed by, the Federal Arbitration Act, 9 U. S. C. §1 et seq., which shall not be superseded or supplemented by any other arbitration act, statute or regulation.

21.4.6 At the sole discretion of Contractor, any arbitration with Subcontractor shall be consolidated with any other arbitration proceeding relating to the work under the General Contract.

21.5 Litigation Election. In the event Contractor elects not to exercise its exclusive right to resolve the Dispute by arbitration, or in the event the Dispute between Contractor and Subcontractor, or any portion thereof, is found to be non-arbitrable, then the parties hereby agree that the Dispute or a portion thereof (as the case may be) shall be subject to exclusive jurisdiction and venue at the location of the Project. In any such Dispute or portion thereof which is resolved by litigation, Subcontractor expressly waives any right to trial by jury.

21.6 Multiparty Proceeding. To the extent permitted by Subcontract Documents, all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent Disputes between the Contractor and the Subcontractor involve in whole or in part disputes between the Contractor and the Owner, Disputes between the Subcontractor and the Contractor shall be decided by the same tribunal and in the same forum as disputes between the Contractor and the Owner.

21.7 Stay of Proceedings. (a) In the event the provisions for resolution of disputes between the Contractor and the Owner contained in the Subcontract Documents do not permit consolidation or joinder with disputes of third parties, such as the Subcontractor, resolution of any Dispute between Contractor and Subcontractor involving in whole or in part disputes between Contractor and Owner shall be stayed pending conclusion of any dispute resolution proceeding between Contractor and Owner. (b) In the event that any action is filed prior to exhaustion of remedies under the Subcontract; such action shall be stayed pending conclusion of any dispute resolution proceedings.

21.8 Work Continuation and Payment. Unless otherwise agreed in writing, Subcontractor shall continue the Subcontract Work and maintain the Schedule of Work during any dispute resolution proceedings. As Subcontractor continues to perform, Contractor shall continue to make payments in accordance with this Agreement.

21.9 Cost of Dispute Resolution; Attorneys' Fees. The cost of any mediation proceeding shall be shared equally by the parties participating.

21.9.1 The prevailing party in any Dispute arising out of or relating to this Agreement or its breach that is resolved by a dispute resolution procedure designated in the Subcontract Documents shall be entitled to recover from the other party those reasonable attorneys' fees, costs and expenses (including expert fees and expenses) incurred by the prevailing party in connection with such dispute resolution process after direct discussions and mediation.

21.9.2 In the event the Subcontractor is awarded an amount equal to or less than the last written offer of settlement from Contractor, prior to the commencement of binding dispute resolution, Contractor shall be deemed prevailing party and be entitled to recover those reasonable attorneys' fees, costs and expenses (including expert fees and expenses) incurred by the Contractor.

22. Miscellaneous

22.1 No one, other than the parties hereto, their successors, trustees and assigns, shall be entitled to bring action on this Subcontract or the Performance Bond provided by the Subcontractor, it being the express intent of the parties that this Subcontract shall not be for the benefit of any third party.

22.2 Any term or provision of this Subcontract which is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Subcontract or affecting the validity or enforceability of any of the terms or provisions of this Subcontract in any other jurisdiction.

22.3 This Subcontract, together with the documents referred to or incorporated herein by reference, constitute the complete agreement between the parties. No agent or employee of either party possesses the authority to make, and the parties shall not be bound by nor liable for, any statement, representation, promise or agreement not set forth herein. Any article, section, paragraph or other headings contained in this Subcontract are for reference purposes and shall not affect in any way the meaning or interpretation of this Subcontract.

22.4 The terms and provisions shall extend to and be binding upon the successors, trustees and assigns of the parties hereto, and shall be governed and controlled, except as expressly provided herein or as required by the Subcontract Documents, by the laws of the State of the Project.

22.5 The Subcontractor agrees to comply with the provisions and any applicable local, state or federal ordinance, regulation, status, or other mandate regarding affirmative action and/or minority/women's business enterprise participation.

22.6 This subcontract has not been altered in any manner from its original form as sent to the Subcontractor except for required signatures and dates, or as clearly marked and initialed by this Subcontractor. Any changes to this subcontract not initialed by the Contractor will not be binding.

23. Schedule of Exhibits to the Agreement

The following Exhibits are attached to and are a part of this Agreement.

- Exhibit A:** Scope of Work
- Exhibit B:** Insurance Requirements
- Exhibit C:** Policies/Procedures Acknowledgement
- Exhibit D:** List of Drawings, Specifications and Addenda

The Subcontract Documents are identified in Article 5.2

- Exhibit E:** Schedule of Work
- Exhibit F:** Certification of Non-Segregated Facilities
- Exhibit G:** Not Used
- Exhibit H:** Not Used
- Exhibit I:** Not Used
- Exhibit K:** Not Used
- Exhibit N:** Not Used
- Exhibit X:** Not Used

This Agreement is entered into as of the date entered in Article 1.

XXXXXXXXXXXX

BY: _____

Print Name: _____

Print Title: _____

Designate type of organization: _____

Organized in the State of: _____ License Number: _____

with its principal place of business at _____

FLINTCO, LLC

BY: _____

Print Name: _____

Print Title: _____

FLINTCO, LLC

INSURANCE REQUIREMENTS

The insurance requirements set out in this Exhibit are independent from all other obligations of the Subcontractor under this Subcontract and apply whether or not required by any other provision of this Subcontract.

Contractor utilizes myCOI Central, a software management system used to track certificates of insurance and to track and verify insurance coverage. Upon Subcontractor's receipt of this Agreement, Subcontractor will receive an email from RiskManagementFlintco@flintco.com. Subcontractor must follow the instructions contained in the email and complete the online registration. Upon completion of registration, Contractor will request proof of insurance directly from Subcontractor's insurance agent(s). In addition to the other terms and conditions contained herein, Subcontractor may not commence Work and no payments will be made, until Subcontractor is registered in myCOI Central and a compliant COI has been received.

Certificates of Insurance ("Certificates") are to show that the below required insurance coverages in companies with a minimum A.M. Best's Rating of A-, VIII or companies acceptable to Contractor are in force, and further provide that the insurance will not be canceled without at least thirty (30) days prior written notice.

If coverage limits specified by the Owner are required of Subcontractor and if greater than the coverage limits reflected on the Certificates provided to Contractor, Subcontractor shall immediately obtain the required higher coverage limits and furnish Contractor with replacement Certificates showing proper coverage limits and otherwise complying with this Exhibit B.

Subcontractor agrees to notify Contractor in writing, at least 30 days in advance, of any reduction by the insurers in required coverages or coverage limits, and in case of non-renewal, at least 30 days prior to expiration of the current policies. Subcontractor agrees to file new, complying Certificates showing proper renewal coverages and limits in force at least 30 days prior to expiration of the current policies.

(a) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 1) Worker's Compensation and Occupational Disease Coverage in accordance with the laws of the State within whose jurisdiction the work is performed. In the event that the work of this contract falls within the purview of the United States Longshoreman's and Harbor Worker's Compensation Act, the Jones Act (Maritime Employers Liability) or the Federal Employer's Liability Act, the Subcontractor shall extend Worker's Compensation Insurance to provide and maintain in full force and effect during the period covered by this Subcontract, insurance against the liability imposed under the above-mentioned Acts as applicable and shall include borrowed servants/alternate employer endorsement. No alternative or benefit plan in lieu of statutory Worker's Compensation coverage will be acceptable even in those jurisdictions where permitted.
- 2) Employer's Liability Coverage with a minimum limit of: \$1,000,000 per accident.

Where permitted by law the Subcontractor waives subrogation against Welty/Flintco Joint Venture, Kilgore Flares Company, LLC, Kilgore Company and its related subsidiaries, Flintco, LLC, Welty Building Company, Ltd.

(b) COMMERCIAL GENERAL LIABILITY INSURANCE, on a coverage form at least equal to that provided under ISO CG 00 01, latest available edition, on an occurrence basis, without restricting endorsements that reduce coverage. Alternatively, the Subcontractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Subcontractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Subcontractor shall obtain appropriate endorsements acceptable to Flintco, LLC as a condition of this Subcontract.

The above coverage shall be written for not less than the following minimum limits:

\$1,000,000.00	GENERAL AGGREGATE
\$1,000,000.00	PRODUCTS-COMPLETED OPERATIONS AGGREGATE
\$1,000,000.00	PERSONAL & ADV. INJURY
\$1,000,000.00	EACH OCCURRENCE

Continuation of Coverage Subcontractor shall continue to carry Completed Operations Liability Insurance for the applicable Statute of Repose following Substantial Completion of the Work.

(c) AUTOMOBILE LIABILITY INSURANCE including the following coverages: Owned, Hired, and Non-Owned vehicles shall be written for not less than the following minimum limits: \$1,000,000.00 PER ACCIDENT

(d) UMBRELLA (EXCESS) LIABILITY INSURANCE with combined single limits for bodily injury and property damage of not less than \$1,000,000.00 EACH OCCURRENCE and \$1,000,000.00 AGGREGATE. Such coverage shall be in excess of all liability insurance required

the above Paragraphs a.2, b and c.

Welty/Flintco Joint Venture, Kilgore Flares Company, LLC, Kilgore Company and its related subsidiaries, Flintco, LLC, Welty Building Company, Ltd as well as any other parties listed as additional insureds in the Owner-Contractor Agreement shall be added as additional insureds under the Commercial General Liability insurance listed in (b) above. The coverage afforded the additional insureds must provide coverage at least equal to that of ISO form CG 20 10 for ongoing operations and CG 20 37 for completed operations. It is agreed by the parties that such coverage will be primary and non-contributory and any coverage carried by Contractor and/or Owner will be excess of Subcontractor's coverage. If required by the law of the state where the project is located, Contractor shall also be furnished a copy of the policy and the endorsement issued by the insurer adding Contractor and Owner and other required parties as additional insureds or other documents as necessary to lawfully effectuate such endorsement.

All insurance policies procured, paid for, and maintained by the Subcontractor for the work performed according to this Subcontract Agreement must contain a Waiver of Subrogation rights against that of the Owner, Flintco, LLC, its parent, owners, subsidiaries and affiliate companies, their agents, employees, directors, servants, and insurers. This Waiver of Subrogation is required not only with respect to property, liability, or other insurance required of Subcontractor in this article, but also with respect to any other property, liability, or other insurance the Subcontractor may have in force that may cover the work performed for this job.

Contractor shall have no duty to Subcontractor or to any of its insurers or their insurance agents to review any Certificates or copies of insurance furnished to Contractor or to determine whether the terms of each Certificate or policy of insurance comply with the insurance-related provisions of the Subcontract Documents. A failure of Contractor to detect that Subcontractor has not submitted Certificates, or proper Certificates, or is otherwise not in compliance with the insurance-related provisions of the Subcontract Documents shall not be considered a waiver or other impairment of any of Contractor's rights under such insurance-related provisions.

Number of Policies Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. If the full required limits are arranged under a combination of Primary and Excess or Umbrella policies, all policies will be primary and non-contributory and any coverage carried by Contractor and/or Owner will be excess of Subcontractor's coverage.

If the Subcontractor fails to procure and maintain such insurance, in addition to the option of declaring Subcontractor in default for breach of a material provision of the Subcontract, Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides Contractor with equivalent protection, and Subcontractor shall furnish all necessary information to make effective and maintain such insurance. At the option of Contractor, the cost of said insurance purchased by Contractor shall be charged against and deducted from any monies then due or to become due to Subcontractor or Contractor shall notify Subcontractor of the cost thereof and Subcontractor shall promptly pay such cost.

(e) BUILDER'S RISK coverage including the interests of the Subcontractor will be provided by Contractor as identified in the Subcontract Documents. The Subcontractor is responsible for the deductible of \$10,000.00.

FLINTCO, LLC POLICIES/PROCEDURES ACKNOWLEDGEMENT

The following Policies and Procedures are part of the Agreement by reference. (Obtain documents at www.flintco.com, Select Subcontractors tab and then click on Forms.)

- **Substance Free Workplace:** I acknowledge that I have obtained a copy of the FLINTCO, LLC policy statement regarding Substance Free Workplace and have read and understand my obligations under this policy.
- **Firearm, Weapons-Free Workplace Policy:** I acknowledge that I have obtained a copy the FLINTCO, LLC policy statement regarding Firearm, Weapons-Free Workplace and have read and understand my obligations under this policy.
- **Smoke-Free Workplace:** I acknowledge that I have obtained a copy of the FLINTCO, LLC policy statement regarding a Smoke-Free Workplace and have read and understand my obligations under this policy.
- **Safety Manual:** I acknowledge that I have obtained a copy of the FLINTCO, LLC Safety Manual and have read and understand my obligations regarding Job Site safety.

Subcontractor acknowledges obtaining a copy of and agrees to comply with the preceding policies and procedures related to Subcontractor performance on the jobsite. _

Firm Company Name XXXXXXXXXXXX
Signature of Authorized Representative
Name of Authorized Representative (Print or Type)
Title of Authorized Representative

Return this signed form with your executed subcontract.

FLINTCO, LLC

DRAWINGS, SPECIFICATIONS & ADDENDA

Specifications: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

Addenda: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

Drawings: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

FLINTCO, LLC **SCHEDULE OF WORK**

THE CONSTRUCTION SCHEDULE WILL BE MAINTAINED AT THE PROJECT SITE AND WILL BE UPDATED AS WORK PROGRESSES.

SUBCONTRACTOR WILL GIVE INPUT REGARDING THE SCHEDULE AT REGULARLY SCHEDULED PROGRESS MEETINGS. THE SUBCONTRACTOR SHALL FOLLOW THE MOST CURRENT VERSION OF THE SCHEDULE MAINTAINED BY CONTRACTOR AND PERFORM THE SUBCONTRACT WORK ACCORDING TO THAT SCHEDULE.

CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors or specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirements for Certifications of Nonsegregated Facilities.

Notification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

Firm Company Name XXXXXXXXXXXX
Signature of Authorized Representative
Name of Authorized Representative (Print or Type)
Title of Authorized Representative

Return this signed form with your executed subcontract.

LEAN CONSTRUCTION ADDENDUM

ARTICLE 1 LEAN PROJECT ESSENTIALS

1.1 Lean Project Delivery. Contractor and Subcontractor agree the Project will benefit by implementing "Lean Project Delivery," which includes: (a) collaboration throughout the Project among Contractor, Subcontractor and other subcontractors and service providers on the Project (collectively referred to as the "Project Team"); (b) planning and managing the Project as a network of commitments; (c) optimizing the Project as a whole, rather than any particular piece; and (d) closely aligning learning with action (promoting continuous improvement throughout the life of the Project). Contractor intends to utilize Lean Project Delivery to facilitate construction of the Project. The Project Team members will be expected to reasonably share information and cooperatively collaborate for the benefit of the Project. Except where otherwise defined in this Exhibit, capitalized terms used herein shall have the same definition as set forth in the Subcontract Agreement .

1.2 Cooperation. Subcontractor and Contractor each promise to furnish its skill and judgment and to collaborate and cooperate with the Project Team to further the interests of the Project. Each Project Team member shall furnish its services and work in an expeditious and economical manner. Contractor shall endeavor to promote harmony, collaboration, and cooperation among the Project Team. Project Team members are encouraged to share ideas freely and are expected to collaborate in an atmosphere of mutual respect and tolerance.

1.3 Reliable Commitments. Project Team members will make and secure reliable commitments as the basis for planning and executing the Project. A reliable commitment must include the following elements:

- (a) The conditions necessary for the satisfaction of the commitment are clear to relevant Project Team members ;
- (b) The promisor/performer is competent and able to perform the task or has retained individuals or entities who are competent and able to perform the task;
- (c) The promisor/performer has estimated the time to perform the task, has allocated adequate resources to perform the task, and has properly scheduled time to perform the task;
- (d) The promisor/performer has no current basis for believing the commitment will not be fulfilled; and
- (e) The promisor/performer is prepared to be accountable if the commitment cannot be performed as promised and shall promptly advise the relevant Project Team members if it believes that the task may not be performed as committed .

1.4 No Partnership, Joint Venture or Fiduciary Duty. Subcontractor, Contractor, and other Project Team members are each independent contractors for all purposes, and nothing contained in the Subcontract Documents shall be construed to create a partnership, joint venture, association, principal-agent relationship, or impose a fiduciary duty or joint obligation or liability on or with regard to any of Subcontractor, Contractor, Owner, Architect, other subcontractors, suppliers and service providers or their respective contracting parties. Subcontractor, Contractor, and other Project Team members shall each be individually responsible for its own obligations and liabilities under the Subcontract Documents. Except where otherwise expressly approved by the party to be bound in writing, Subcontractor, Contractor, and other Project Team members shall act only on an individual basis and shall not be authorized to act as agent or representative of any other party nor have the power or authority to bind any other party for any purpose.

ARTICLE 2 PROJECT TEAM LEADERSHIP

2.1 Subcontractor's Representative. Subcontractor shall appoint a representative ("Subcontractor's Representative") approved by Contractor whose duties include, without limitation, directing and coordinating the Subcontract Work, and participating as a member of the Project Team. Subcontractor shall not replace Subcontractor's Representative without Contractor's prior written consent, which shall not be unreasonably withheld. Any replacement Subcontractor's Representative shall have substantially equivalent or better qualifications than Subcontractor's Representative whom he or she replaces. Subcontractor's Representative shall represent Subcontractor, and all communications given to Subcontractor's Representative shall be deemed to have been delivered to Subcontractor.

2.2 Contractor's Representative. Contractor shall appoint a representative ("Contractor's Representative") to manage the Project on Contractor's behalf and participate as a member of the Project Team ; provided, however, Contractor's Representative may not be the person authorized by Contractor to sign Change Orders and Construction Change Directives.

Contractor's Representative shall be responsible for coordinating action among the Project participants, including any additional Contractor personnel who must participate in decision making on the Project.

2.3 Project Team.

2.3.1 Team Collaboration. The Project Team shall work together to deliver the Project employing collaborative methods for achieving the best value and most efficient and economical Project delivery . Subcontractor's Representative shall act on behalf of Subcontractor on the Project Team .

2.3.2 Decision-Making. Consistent with lean principles of collaboration and to the greatest extent possible, the Project Team shall act in the best interest of the Project as a whole and consistent with applicable laws . Project Team members shall use their best good faith efforts to resolve disputes by agreement before initiating dispute resolution procedures under the terms of the Subcontract Documents. If the parties are unable to agree on a resolution, Contractor may issue directions that it believes to be in the best interest of the Project, subject to further resolution pursuant to the dispute resolution provisions of the Subcontract Documents. The Project Team shall meet regularly to review Project performance, coordinate efforts, make key decisions, and stimulate excellence among Project Team members. See Guidebook for additional information.

2.3.3 Supervision. The Project Team as a whole shall not have any duties of supervision over or control of any individual Project Team members. All subcontractors, suppliers, consultants, and other parties providing labor, services, materials, or equipment to the Project are independent contractors. Each Project Team member is alone responsible for supervising its employees. However, Contractor is responsible for developing and implementing a program for (a) evaluating the Project Team's utilization and performance of Lean Project Delivery and (b) stimulating continuous improvement in the Project Team's Lean Project Delivery performance. The performance improvement program will include at least the following elements: (a) an established set of no more than ten performance metrics; (b) a regular schedule for periodic evaluations; (c) a focus on behaviors of team members; (d) clear standards and protocols for evaluating performance against the established metrics; and (e) a feedback mechanism on recommendations to improve team member behavior.

ARTICLE 3 PROJECT TEAM RESPONSIBILITIES

3.1 Project Planning & Schedule.

3.1.1 Pull Planning. Consistent with the Project construction schedule, the Project Team shall employ a pull scheduling approach to planning and scheduling, which provides that preceding activities are not started sooner than is needed to assure the continuous performance of subsequent activities. Where the work of one Project Team member is dependent upon the prior performance of another Project Team member or another Project Team member's lower tier contractor, the Project Team member whose work is dependent shall request of, and receive from, the prior performer a commitment as to when the precedent work will be finished. Applicable Project Team members shall agree upon criteria for the hand-off of items of work. Project Team members shall attend and participate in pull planning meetings as required by Contractor.

3.1.2 Project Planning System. Consistent with the Project construction schedule, the Project Team shall employ a system of Project planning that may include the collaborative development of a milestone schedule, phase or progression schedules, "make-ready" look ahead plans, weekly work plans, daily huddles and methods for recording, measuring, and improving the reliability of Project planning.

3.1.3 Phase Planning. Phase planning shall be based on the collaborative efforts of all those performing work during a given period and shall show when work will be done to meet milestone dates. Project Team members shall attend and participate in phase planning meetings as required by Contractor.

3.1.4 Make-Ready Look Ahead Plan. Make-ready look ahead plans shall be developed by the Project Team , identifying (a) each item of work to be performed and completed during the given planning period; (b) whether factors exist that would impede or constrain performance and completion; and (c) the actions to be taken to negate or mitigate any such impediments or constraints.

3.1.5 Weekly Work Plans. Project Team members shall attend and participate in weekly work plan meetings. Consistent with the Project construction schedule, weekly work plans will be developed by the Project Team members on a weekly basis and show the day on which assignments shall be completed. The weekly work plans shall disclose whether or not an assignment has been completed as scheduled and, if not, a reason shall be assigned. Unless otherwise agreed to by Contractor, the Project Team will record the current Plan Percent Complete (PPC) for the Project and display this for review.

3.1.6 Construction Schedule. Contractor shall prepare and maintain the construction schedule consistent with the contract time and overall Project schedule. The construction schedule shall coordinate and integrate the services and activities of Subcontractor, Contractor, Owner, Architect, other subcontractors and service providers. To the extent required by the Prime Contract, Contractor shall update the construction schedule to show: (a) proposed activity sequences and durations; (b) proposed milestone dates for such activities; (c) delivery of materials or equipment requiring long-lead-time procurement; (d) Owner's occupancy requirements; and (e) estimated date of Substantial Completion of the Project. If construction schedule updates show that milestone dates contained in prior construction schedules will not be met, Contractor may notify and make recommendations to the Project Team. Contractor shall monitor the performance of subcontractors as it relates to the construction schedule; update the construction schedule; and if required, recommend corrective alternatives or adjustments to the Project Team.

3.2 Project Team Communications.

3.2.1 Communications Protocol. Contractor shall provide a communications protocol to the Project Team. The communications protocol shall: (a) identify critical Project personnel and their contact information; (b) provide a Project meeting schedule with attendance requirements; (c) allow for direct communication between and among Project Team members, as necessary, and identify when contemporaneous notification of the content of such communication should be made to the other Project Team members; (d) establish the exchange of documents and data in electronic form; (e) determine necessary equipment, software, and services; (f) determine acceptable formats, transmission methods, and verification procedures; (g) establish methods for maintaining version control; (h) set forth privacy and security requirements; and (i) set forth storage and retrieval requirements. Except as otherwise agreed to by Contractor and Subcontractor in writing, each party shall bear its own costs as identified in the communications protocol. Absent a written protocol, use of documents and data in electronic form shall be at the sole risk of the recipient.

3.2.2 Communication Failure. Contractor will notify a Project Team member in writing with any difficulty resulting from the member's failure to comply with the communications protocol. Failure of a Project Team member to timely cure a breach of the communications protocol shall be a material breach of this Agreement.

3.3 Quality Assurance and Quality Planning.

3.3.1 Quality. The Project Team members will work diligently throughout the Project to assure quality in the first instance, avoid defects, and proactively and collaboratively mitigate the impact of any defects that do occur.

3.3.2 Quality Plan. Contractor, in collaboration with the other Project Team members, shall develop a plan that meets or exceeds the standards and requirements in the Subcontract Documents and addresses issues such as the following:

- (a) Training workers on the benefits of standardized work practices, the continuous improvement of work practices, and the negative impact upon the Project of failing to achieve commitments;
- (c) Using mockups, first run studies, early completion of standard work units, and similar efforts to demonstrate and document agreed-upon levels of quality;
- (d) Providing task-based quality checklists for use by trade persons to self-evaluate quality performance, establish benchmarks, and promote continuous improvement;
- (e) Developing methods for onsite managers and others providing quality assurance to review early work product and assure quality performance;
- (f) Integrating quality review and Project planning and scheduling pursuant to §3.1.1;
- (g) Developing protocols for trade persons to discuss and assure quality when Work is being handed off to another;
- (h) Identifying procedures for immediately addressing quality failures by workers originally performing Work to assure minimum cost impact and continuous improvement;

- (i) Developing procedures for recognizing outstanding performance and quality by individual trade persons and the Project Team members; and
- (j) Creating standards by which to measure and track quality performance

3.4 5S Plan. Subcontractor shall submit to Contractor for its approval a construction operations quality plan that addresses the following:

- (a) The removal of clutter and all unnecessary items from the work environment;
- (b) Placing items that will be used during construction so as to facilitate their efficient and responsible use ;
- (c) Creating an orderly and clean workspace with continuous inspection and clean-up;
- (d) Standardizing and constantly improving construction operation practices; and
- (e) Creating a culture of discipline and continuous improvement.

3.5 Logistics Plan. Subcontractor shall order material and equipment in accordance with a material logistics plan prepared by Subcontractor and approved by Contractor that is consistent with the current phase plan and look ahead plan. The intent and purpose of the material logistics plan is to promote just-in-time deliveries to the site, avoid delays in material deliveries, minimize handling costs and provide the least obstruction of the premises and any adjoining property.



184 East Fantinel Blvd., Springdale, AR 72762

To: XXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXX, XX XXXXXX

Attention: XXXXXX XXXXXXXXXXXXXXXX
Telephone # XXX-XXX-XXXX

Project: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXX, XX XXXXXX

Purchase Order Date _____
Purchase Order No. XXXXX-XXX
Project No. XXXXXX
Terms _____
Delivery XXXXXX
F.O.B. _____

Ship To: Flintco Project Manager
c/o XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXX, XX XXXXXX

THE SELLER AGREES TO FURNISH AND DELIVER THE MATERIALS AND/OR EQUIPMENT DESCRIBED IN THE ATTACHED RIDER #1 WHICH FORMS A PART OF THIS PURCHASE ORDER.

TOTAL AMOUNT OF PURCHASE ORDER - INCLUDES SALES TAX **\$0**

The foregoing work and materials shall conform to the General and Special Conditions of the General Contract, including the technical requirements or specifications and drawings, which are incorporated by reference herein.

- 1) Seller must notify Buyer immediately after receipt of this order if unable to meet delivery specified.
- 2) All invoices, shipping lists, delivery tickets & containers **must** be properly marked with the **Flintco Purchase Order Number**.
- 3) Buyer reserves the right to refuse delivery after 2:00 p.m., unless 48-hour advance notice of late delivery is given to Buyer's home office or Buyer's project site office.
- 4) Mail the original of your invoice to Buyer's billing department at its home office.
- 5) This Purchase Order is subject to the terms and conditions on the next (2) pages, which are hereby incorporated herein. Execute the Electronic Copy and return to the Buyer by e-mail to subcontracts@flintco.com. Upon receipt Buyer will execute and return by e-mail one (1) Electronic Copy for your files. Seller's acceptance is limited to the terms and conditions of this Purchase Order.

Flintco, LLC
Buyer
By: _____
Title: **Authorized Representative**
Date: _____

Accepted subject to terms and conditions on next (2) pages:
XXXXXXXXXXXXXX
Seller
By: _____
(Authorized Signature)
Title: _____
Date: _____

THIS PURCHASE ORDER CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES

PURCHASE ORDER TERMS AND CONDITIONS

1. SAFETY Seller shall perform its obligations under this Purchase Order in a safe and reasonable manner, and make every reasonable effort to avoid injury, loss or damage to persons or property. If required to be on the Project Site, Seller shall comply with all current safety requirements of Buyer as well as all federal, state and local laws and regulations.

2. COMPLETE AGREEMENT This Purchase Order, including these terms and conditions, and all referenced documents, drawings and specifications from the Prime Contract (the Contract between the Owner and Buyer) are incorporated as part of this Purchase Order and constitute the entire agreement between the parties. No other terms or conditions, including but not limited to Seller's terms and conditions of sale or acceptance, shall be binding upon Buyer, unless accepted by Buyer in writing.

3. DELIVERY Seller, at Seller's sole cost and expense, shall be responsible for delivering the goods purchased hereby to the point of destination indicated by the delivery terms of this Purchase Order. Should loss or damage to goods occur after delivery to the point of destination, Seller shall replace items at the same price as in this Purchase Contract. Notwithstanding the terms of shipment, the risk of loss shall pass to the Buyer only upon the latest of (a) delivery as required by the terms of this Purchase Order; (b) Buyer's inspection and final acceptance of the items contemplated hereby; and (c) the effectiveness of Buyer's or Owner's insurance coverage as to the delivered items. Seller shall make no charge to Buyer for the packing, loading or marking of the goods ordered hereunder unless specifically detailed in this Purchase Order.

4. INSPECTION Buyer shall have the right to inspect and test the goods at any time during manufacture and prior to shipment, and to inspect and test the goods within a reasonable time after arrival at the job site at which the goods are to be installed. The making or failure to make any inspection of, or payment for or acceptance of, the goods shall in no way impair Buyer's right to reject nonconforming goods, or to avail itself of any other remedies to which Buyer may be entitled, notwithstanding Buyer's knowledge of the nonconformity, its substantiality or the ease of its discovery. Rejected goods shall be removed at the expense of Seller including transportation both ways, promptly after notification or rejection and Seller shall bear all risk on rejected goods. Where required, Seller shall supply Buyer with certified copies of text reports, mill certificates and the like.

5. WARRANTY Notwithstanding Buyer's inspection and acceptance of goods delivered, Seller represents and warrants that all goods furnished hereunder are free from any defects in design, materials, workmanship and title and fully conform to the descriptions and specifications of this Purchase Order, including any samples and drawings furnished or approved by Buyer, and that the goods are merchantable and fit and suitable for the purpose and use intended and conform to recognized commercial standards of quality and function. Seller's warranty shall extend to one year from the date of delivery, or such period as expressly stated in Seller's warranty document, if any, or such period as shall be permitted by law, or such specific period stated on the face of this Purchase Order, which ever period shall be longer. Buyer's approval of Seller's samples or drawings shall not release Seller from the aforesaid warranty obligations. In addition to any other rights and remedies Buyer may be entitled to, upon receiving written notification from Buyer that any goods ordered hereunder are non-conforming or defective (1) Seller shall replace such goods at no cost to Buyer, and should Seller request the return of the non-conforming defective goods, all costs of handling and freight charges incurred for such return will be paid by Seller, and (2) if the nonconformity of defect is discovered after installation, Seller shall pay the cost of removal and replacement with proper goods plus the cost of making good all work damaged or destroyed by or as a result of the non-conforming or defective goods or the removal or replacement of same.

6. SCHEDULE Time is of the essence in the Purchase Order. Any samples or drawings required to be submitted by Seller for Buyer's approval and any goods to be delivered by Seller must be submitted or delivered by Seller in strict accordance with the time stated herein. In addition to any other rights or remedies Buyer may be entitled to if delivery has not been timely made, Buyer upon written notification to Seller, may require the manufacturer to work on an overtime or premium schedule and further may require the goods to be shipped expeditiously either by special overland transportation and/or air freight from point of manufacture to the project site. In such event, Seller shall be responsible for all additional overtime or premium costs or additional transportation expenses resultant from different method of shipment.

7. DEFAULT Material and/or equipment furnished under this Purchase Order (a) shall be in strict compliance with the plans and specifications applicable to Buyer's contract with the Owner, (b) shall be subject to the approval of the Owner's agent(s) and Seller shall submit the required number of designated submittal data and/or samples within the time designated and (c) shall be delivered within the time provided under this Purchase Order. Should Seller fail to meet the requirements of (a), (b) or (c) of this paragraph, Buyer may elect (1) to cancel this Purchase Order without liability on the part of Buyer, and if Buyer so chooses, proceed to purchase material and/or equipment in substitution for that due under this Purchase Order from the Seller in which event Seller shall be liable to Buyer for the difference between the cost of such substitution and this Purchase Order price together with all incidental and consequential loss or damages incurred by Buyer; or (2) to notify Seller of the deficiencies with and require Seller to correct the same in which case the Seller shall remedy the same without expense or liability on the part of Buyer and further shall pay Buyer all consequential loss or damages resulting therefrom; or (3) Buyer may proceed upon seven (7) days' notice to Seller to cure and correct the deficiencies without liability on the part of Buyer in which event Seller shall reimburse Buyer for the cost of curing and correcting said deficiencies and all incidental and consequential loss or damages incurred by Buyer resulting therefrom.

8. TERMINATION FOR CONVENIENCE Buyer shall have the right at any time by written notice to Seller to cancel this Purchase Order and require Seller to cease work hereunder, in which case, provided Seller is not in default, Buyer shall be responsible only for the cost of Seller's finished goods or work-in-progress and Buyer shall not be responsible for any anticipated profits.

9. INSURANCE With respect to any work arising from or any activities associated with the delivery, unloading or installation of the purchased goods, Seller shall procure, pay for and maintain in full force and effect during the course of its performance of such work Worker's Compensation, General or Public Liability, Property Damage and Vehicle insurance policies covering personal injury and property damage, and such other insurance coverage as may be requested by Buyer and/or as required by any applicable state or federal law or regulation, all in amounts and with insurance carriers acceptable to Buyer. Seller shall provide Buyer with valid certificates evidencing that such insurance coverage is in full force and effect and is noncancelable without Buyer being given at least 30 days prior written notice. Seller shall name Buyer and Owner as an additional insured on its General or Public Liability Policy. All insurance policies procured, paid for and maintained by the Seller that may cover the work performed for this Project must contain a Waiver of Subrogation rights against the Owner, Buyer, their agents and employees, and any parent, subsidiary or affiliated company.

10. INDEMNITY Notwithstanding any insurance that may be provided for herein, and to the fullest extent permitted by law, Seller shall indemnify and hold harmless the Owner and Buyer, together with their agents and employees, of and from all suits, actions, legal proceedings, claims, demands, damages, costs and expenses of every kind and character, including but not limited to attorney's fees, arising out of or resulting in whole or in part from any act, omission, fault or negligence on Seller's part while performing or acting under this contract, provided that such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom.

11. CHANGES Buyer has the option at any time to make changes in quantities or in specifications and drawings. If such changes cause an increase or decrease in the amount due or in the time required for performance an equitable adjustment shall be made. Increase or decrease will be based on unit rate shown on the Purchase Order. Any claim for adjustment under this provision must be asserted within ten (10) days from the date when the change is ordered. Changes to this Purchase Contract will be binding only if in writing and signed by an authorized representative of Buyer.

12. PATENTS Seller warrants that the goods described herein and the sale or use of them will not infringe any patent and Seller covenants that it will defend, indemnify and hold harmless Buyer at its own cost and expense, every action which may be brought against Buyer or those selling or using Buyer's product for any alleged infringement of any patent by reason of the sale or use of such goods and Seller agrees to pay all costs, damages, fines and profits recoverable in any such action. In case said goods, or any part thereof, are in such suit held to constitute infringement and the use of such goods or part are enjoined, Seller shall, at its own expense, and at Buyer's option, either procure for Buyer the right to continue using said goods or part, or replace same with substantially equal but noninfringing goods, or modify if so it becomes noninfringing, or remove said goods and refund the purchase price and the transportation and installation costs thereof.

13. COMPLIANCE WITH LAWS Seller agrees to comply with any and all laws and regulations affecting this Purchase Order or manufacture, sale or delivery of the goods furnished hereunder, and agrees to execute any further stipulations and documents which may be necessary to effect such compliance. All laws and regulations required to be incorporated in contracts of this character are hereby incorporated by inference including but not limited to Federal Executive Orders number 11246 as amended; Vietnam Era Veteran Readjustment Assistance Act, as amended (VEVRAA); Section 503 of the Rehabilitation Act of 1973, as amended, FAR 52.219-8 - Utilization of Small Business Concerns and FAR 52.219-9 - Small Business Subcontracting Plan. The Seller assures that it will include the clause Utilization of Small Business concerns in all contracts (except to Small Business) in excess of \$500,000.00 (\$1,000,000.00 for construction of any public facility) to adopt a contracting plan that complies with the requirements of clauses FAR 52.219-8 and FAR 52.219-9. Seller shall not discriminate against any applicant for employment because of race, color, religion, gender, age, sexual preference, national origin, disability, veteran status or any other protected classification, and shall ensure that employees are treated during employment without regard to their race, color, religion, gender, age, sexual preference, national origin, disability, veteran status or any other protected classification. Seller further agrees to fully comply with any and all laws, statutes, regulations, orders and directives, presently or hereafter imposed by local, state or federal governments, or any agencies thereof, with respect to nondiscrimination in employment, civil rights laws and fair employment practices, and mandated reporting requirements thereof.

14 IMMIGRATION COMPLIANCE The Seller represents and warrants to the Buyer that the Seller is in compliance with, and shall remain in compliance with, the provisions of the Immigration Reform and Control Act of 1986 (The "Act") and all other Federal, State, and/or local immigration statutes/ordinances, as applicable, including, but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status. The Seller agrees to indemnify the Buyer and to hold the Buyer harmless from all liability, including liability for interest and penalties, the Buyer incurs with results from or is attributable to the Seller's failure to comply with any provisions of the Act, and or applicable Federal, State, and/or local immigration statute/ordinance, including reimbursing the Buyer any monies expended by the Buyer in participating in or responding to any investigation/suit/civil or criminal immigration matter involving the Seller. As it relates to immigration compliance, the Seller shall be responsible for completing any and all required documentation in accordance with requirements put forth by the Owner, Buyer or applicable law.

15. ASSIGNMENT Neither this Purchase Order nor any rights hereunder shall be assigned in part or whole by Seller without prior written consent of Buyer. Should Seller become insolvent, bankrupt, enter into liquidation proceedings, or make any assignment for the benefit of its creditor(s) Buyer may at its sole discretion cancel this Purchase Order without prejudice to any other right or remedy.

16. PAYMENT Payment shall be made by Buyer only after (a) receipt by Buyer of the executed and original and acknowledgement of this Purchase Order, (b) inspection and acceptance of the materials, equipment work or goods (c) receipt of Seller's invoice, (d) receipt, if and when requested by Buyer, of affidavits that all of Seller's suppliers have been paid, and or release of all liens either by Seller or Seller's supplier(s) and claims to Buyer in a form suitable to Buyer, and (e) receipt by Buyer of copies of warranties, applicable manuals and all other close-out documents required for the materials or equipment. Buyer will not be responsible for delay in receipt of Seller's Invoice. The time allowed by Seller for payment of invoices or for accepting a cash discount offered, shall commence on the date invoices are received by Buyer.

17. USE OF PROPERTY No ownership of patterns, designs, drawings, specifications, dies, tooling, samples, molds or other property shall pass to Seller, except with the prior written consent of Buyer, but shall be properly maintained and insured by Seller while in Seller's custody, shall not be incorporated in or used for or in connection with goods furnished to others and shall be returned to Buyer in good order and condition.

18. GOVERNING LAW This contract shall be governed by the law of the state in which the Project is located.

19. WAIVER Failure of Buyer to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to promptly notify Seller in the event of breach, or the acceptance of or payment for any goods hereunder or approval of design, shall not release Seller of any of the representations, warranties, or obligations of Buyer to insist upon strict Performance hereof or any of its rights or remedies as to any such goods, regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification or rescission of this Purchase Order by Buyer operate as a waiver of any of the terms hereof.

20. INFORMATION REQUIRED Buyer may at its sole option require Seller to provide any and all supporting information to Buyer in respect of quality of goods, delays in the delivery of the goods and/or increased costs of this Purchase Contract. Buyer may use this information in pursuit or defense of claims, litigations or arbitrations with other parties and Seller, should it be required to do so, shall participate on behalf of Buyer in support of the quality of the goods, delays and/or extra costs to this Purchase Contract.

21. DISPUTE RESOLUTION Unless otherwise agreed in writing, Seller shall continue to perform its obligations under this Purchase Order pending the resolution of any dispute that may arise under or relate to this Purchase Order. Any dispute resolution provisions set forth in the Prime Contract between Owner and Buyer shall also be binding upon Seller. If no Prime Contract's dispute resolution provision governs, the dispute shall be resolved by litigation at the location of the Project. The prevailing party in any such dispute arising out of or relating to this Purchase Order shall be entitled to recover from the other party those reasonable attorneys' fees, costs and expense incurred by the prevailing party in connection with such dispute.

FLINTCO, LLC

INSURANCE REQUIREMENTS

The insurance requirements set out in this Exhibit are independent from all other obligations of the Subcontractor under this Subcontract and apply whether or not required by any other provision of this Subcontract.

Contractor utilizes myCOI Central, a software management system used to track certificates of insurance and to track and verify insurance coverage. Upon Subcontractor's receipt of this Agreement, Subcontractor will receive an email from RiskManagementFlintco@flintco.com. Subcontractor must follow the instructions contained in the email and complete the online registration. Upon completion of registration, Contractor will request proof of insurance directly from Subcontractor's insurance agent(s). In addition to the other terms and conditions contained herein, Subcontractor may not commence Work and no payments will be made, until Subcontractor is registered in myCOI Central and a compliant COI has been received.

Certificates of Insurance ("Certificates") are to show that the below required insurance coverages in companies with a minimum A.M. Best's Rating of A-, VIII or companies acceptable to Contractor are in force, and further provide that the insurance will not be canceled without at least thirty (30) days prior written notice.

If coverage limits specified by the Owner are required of Subcontractor and if greater than the coverage limits reflected on the Certificates provided to Contractor, Subcontractor shall immediately obtain the required higher coverage limits and furnish Contractor with replacement Certificates showing proper coverage limits and otherwise complying with this Exhibit B.

Subcontractor agrees to notify Contractor in writing, at least 30 days in advance, of any reduction by the insurers in required coverages or coverage limits, and in case of non-renewal, at least 30 days prior to expiration of the current policies. Subcontractor agrees to file new, complying Certificates showing proper renewal coverages and limits in force at least 30 days prior to expiration of the current policies.

(a) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 1) Worker's Compensation and Occupational Disease Coverage in accordance with the laws of the State within whose jurisdiction the work is performed. In the event that the work of this contract falls within the purview of the United States Longshoreman's and Harbor Worker's Compensation Act, the Jones Act (Maritime Employers Liability) or the Federal Employer's Liability Act, the Subcontractor shall extend Worker's Compensation Insurance to provide and maintain in full force and effect during the period covered by this Subcontract, insurance against the liability imposed under the above-mentioned Acts as applicable and shall include borrowed servants/alternate employer endorsement. No alternative or benefit plan in lieu of statutory Worker's Compensation coverage will be acceptable even in those jurisdictions where permitted.
- 2) Employer's Liability Coverage with a minimum limit of: \$1,000,000 per accident.

Where permitted by law the Subcontractor waives subrogation against Welty/Flintco Joint Venture, Kilgore Flares Company, LLC, Kilgore Company and its related subsidiaries, Flintco, LLC, Welty Building Company, Ltd.

(b) COMMERCIAL GENERAL LIABILITY INSURANCE, on a coverage form at least equal to that provided under ISO CG 00 01, latest available edition, on an occurrence basis, without restricting endorsements that reduce coverage. Alternatively, the Subcontractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Subcontractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Subcontractor shall obtain appropriate endorsements acceptable to Flintco, LLC as a condition of this Subcontract.

The above coverage shall be written for not less than the following minimum limits:

\$1,000,000.00	GENERAL AGGREGATE
\$1,000,000.00	PRODUCTS-COMPLETED OPERATIONS AGGREGATE
\$1,000,000.00	PERSONAL & ADV. INJURY
\$1,000,000.00	EACH OCCURRENCE

Continuation of Coverage Subcontractor shall continue to carry Completed Operations Liability Insurance for the applicable Statute of Repose following Substantial Completion of the Work.

(c) AUTOMOBILE LIABILITY INSURANCE including the following coverages: Owned, Hired, and Non-Owned vehicles shall be written for not less than the following minimum limits: \$1,000,000.00 PER ACCIDENT

(d) UMBRELLA (EXCESS) LIABILITY INSURANCE with combined single limits for bodily injury and property damage of not less than \$1,000,000.00 EACH OCCURRENCE and \$1,000,000.00 AGGREGATE. Such coverage shall be in excess of all liability insurance required

the above Paragraphs a.2, b and c.

Welty/Flintco Joint Venture, Kilgore Flares Company, LLC, Kilgore Company and its related subsidiaries, Flintco, LLC, Welty Building Company, Ltd as well as any other parties listed as additional insureds in the Owner-Contractor Agreement shall be added as additional insureds under the Commercial General Liability insurance listed in (b) above. The coverage afforded the additional insureds must provide coverage at least equal to that of ISO form CG 20 10 for ongoing operations and CG 20 37 for completed operations. It is agreed by the parties that such coverage will be primary and non-contributory and any coverage carried by Contractor and/or Owner will be excess of Subcontractor's coverage. If required by the law of the state where the project is located, Contractor shall also be furnished a copy of the policy and the endorsement issued by the insurer adding Contractor and Owner and other required parties as additional insureds or other documents as necessary to lawfully effectuate such endorsement.

All insurance policies procured, paid for, and maintained by the Subcontractor for the work performed according to this Subcontract Agreement must contain a Waiver of Subrogation rights against that of the Owner, Flintco, LLC, its parent, owners, subsidiaries and affiliate companies, their agents, employees, directors, servants, and insurers. This Waiver of Subrogation is required not only with respect to property, liability, or other insurance required of Subcontractor in this article, but also with respect to any other property, liability, or other insurance the Subcontractor may have in force that may cover the work performed for this job.

Contractor shall have no duty to Subcontractor or to any of its insurers or their insurance agents to review any Certificates or copies of insurance furnished to Contractor or to determine whether the terms of each Certificate or policy of insurance comply with the insurance-related provisions of the Subcontract Documents. A failure of Contractor to detect that Subcontractor has not submitted Certificates, or proper Certificates, or is otherwise not in compliance with the insurance-related provisions of the Subcontract Documents shall not be considered a waiver or other impairment of any of Contractor's rights under such insurance-related provisions.

Number of Policies Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. If the full required limits are arranged under a combination of Primary and Excess or Umbrella policies, all policies will be primary and non-contributory and any coverage carried by Contractor and/or Owner will be excess of Subcontractor's coverage.

If the Subcontractor fails to procure and maintain such insurance, in addition to the option of declaring Subcontractor in default for breach of a material provision of the Subcontract, Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides Contractor with equivalent protection, and Subcontractor shall furnish all necessary information to make effective and maintain such insurance. At the option of Contractor, the cost of said insurance purchased by Contractor shall be charged against and deducted from any monies then due or to become due to Subcontractor or Contractor shall notify Subcontractor of the cost thereof and Subcontractor shall promptly pay such cost.

(e) BUILDER'S RISK coverage including the interests of the Subcontractor will be provided by Contractor as identified in the Subcontract Documents. The Subcontractor is responsible for the deductible of \$10,000.00.

FLINTCO, LLC

DRAWINGS, SPECIFICATIONS & ADDENDA

Specifications: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

Addenda: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

Drawings: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

**FLINTCO, LLC
SERVICES SUBCONTRACT AGREEMENT**

This Agreement is entered into this _____ day of _____ in the year _____ by and between **FLINTCO, LLC**, 184 East Fantinel Blvd., Springdale, AR 72762, referred to in this Agreement as the **CONTRACTOR**, and the

SERVICES SUBCONTRACTOR: XXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXX XXXXXX, XX XXXXXX
(Name and Address)

PROJECT: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXX XXXXXX, XX XXXXXX; Project Number XXXXXX
(Name and Address; Project Number)

OWNER: XXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXX XXXXXX, XX XXXXXX,
(Name and Address)

ARCHITECT/ENGINEER: XXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXX XXXXXX, XX XXXXXX
(Name and Address)

Notice to the parties shall be given at the above addresses.

1. SERVICES The Services Subcontractor shall perform the Services for the Project set forth in Exhibit A in accordance with applicable laws, regulations and professional standards.

2. TEAM RELATIONSHIP The Contractor and the Services Subcontractor agree to proceed with the performance of the Services required for the Project on a basis of mutual trust, good faith, and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. This Paragraph shall not be construed to create a fiduciary relationship between the Contractor and the Services Subcontractor.

3. EXTENT OF AGREEMENT This Agreement represents the entire and integrated agreement between the Contractor and the Services Subcontractor and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Contractor and Services Subcontractor and not for the benefit of any third party except to the extent expressly provided in this Agreement.

4. COMPENSATION As full compensation for the Services provided under this Agreement, Contractor shall compensate the Services Subcontractor on the following basis:

5. INSURANCE Before commencing the performance of its Services, and as a condition of payment, the Services Subcontractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under this Agreement, whether the operations are by the Services Subcontractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Services Subcontractor shall maintain at least the limits of liability in a company satisfactory to the Contractor as set forth in Exhibit B.

6. INDEMNITY To the fullest extent permitted by law, the Services Subcontractor shall defend, indemnify and hold harmless the Contractor to the same extent Contractor is obligated to defend, indemnify and hold harmless the Owner. In the absence of such Owner-required defense and indemnification, the Services Subcontractor shall defend, indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect/Engineer, the Owner and their agents, consultants, members and employees (the Indemnitees) from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, costs and expenses for bodily injury and property damage that may arise from the performance of the Services to the extent of the negligent acts or omissions by, or the fault of, the Services Subcontractor, its sub-subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts or omissions any of them may be liable. The Services Subcontractor agrees to purchase and maintain contractual liability insurance covering its obligations in this article. These obligations shall not be interpreted to reduce or negate any other rights or obligations of indemnity otherwise existing with regard as to any party or person described in this Article.

7. INFORMATION The Contractor shall provide the Services Subcontractor with the Project documents as listed in Exhibit D and/or other Project information requested in writing by the Services Subcontractor. The Contractor shall provide timely notice to the Services Subcontractor of changes made to the documents, plans or the Project.

8. ACCESS The Contractor shall provide the Services Subcontractor with reasonable access to the Project site so as to assist the Services Subcontractor in the performance of its Services.

9. REPRESENTATIVES Contractor's Representative is . Services Subcontractor's Representative is XXXXXXXXXXXXXXXXXXXX. Each Representative shall have authority to bind its respective party to all decisions and actions required under this Agreement.

10. TIME Time is of the essence for both parties. The Services Subcontractor shall provide all Services in conformance with the most

r e c e n t P r o j e c t s c h e d u l e .

11. DELAYS If the progress or completion of the Project is delayed by reason of any fault, neglect, error or omission of the Services Subcontractor, the Services Subcontractor shall compensate the Contractor for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay. In addition, the Services Subcontractor shall provide Services at its own cost, including overtime costs required to make up lost time in the schedule delays plus expenses as are necessary to make up for time lost by the Contractor because of such delay.

12. PAYMENTS The Services Subcontractor shall submit to Contractor monthly applications for payment for Services with sufficient supporting detail. Contractor shall pay approved amounts to Services Subcontractor within thirty (30) days of receipt of application of payment. Contractor shall have the right to withhold from any payment due or to become due an amount sufficient to protect Contractor from loss that may result from Services Subcontractor being in default of this Agreement. Payment of the amount withheld shall be made when the grounds for withholding have been removed.

13. SAFETY The Services Subcontractor has established and maintains written programs and procedures for the safety of its employees, consultants and contractors, and specifically disclaims any authority over or responsibility for the safety of personnel engaged in performance of the Services at the Project site except that of the Services Subcontractor's employees, consultants and contractors. While at the Project site, the Services Subcontractor's employees, consultants and contractors shall comply with all safety requirements and procedures of the Contractor. Each party to this Agreement shall indemnify the other party from and against fines or penalties imposed as a result of safety violations, but only to the extent that such fines or penalties are caused by its failure to comply with applicable safety requirements.

14. IMMIGRATION COMPLIANCE Services Subcontractor represents and warrants to the Contractor that the Services Subcontractor is in compliance with, and shall remain in compliance with, the provisions of the Immigration Reform and Control Act of 1986 (The "Act") and all other Federal, State, and/or local immigration statutes/ordinances, as applicable, including, but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status. The Services Subcontractor agrees to indemnify the Contractor and to hold the Contractor harmless from all liability, including liability for interest and penalties, the Contractor incurs with results from or is attributable to the Services Subcontractor's failure to comply with any provisions of the Act, and or applicable Federal, State, and/or local immigration statute/ordinance, including reimbursing the Contractor any monies expended by the Contractor in participating in or responding to any investigation/suit/civil or criminal immigration matter involving the Services Subcontractor. As it relates to immigration compliance, the Services Subcontractor shall be responsible for completing any and all required documentation in accordance with requirements put forth by the Owner, Contractor or applicable law.

15. WAIVER OF CONSEQUENTIAL DAMAGES To the extent the agreement between the Owner and the Contractor provides for a mutual waiver of consequential damages by the Owner and the Contractor, the Contractor and the Services Subcontractor waive claims against each other for any consequential damages that may arise out of or relate to this Agreement. Similarly, the Services Subcontractor shall obtain from its consultants and contractors mutual waivers of consequential damages that correspond to the Services Subcontractor's waiver of consequential damages herein. To the extent applicable, this mutual waiver applies to consequential damages due to termination by the Contractor or the Owner in accordance with this Agreement or the agreement between the Owner and the Contractor.

16. INITIAL DISPUTE RESOLUTION If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions between corporate officers of the Contractor and the Services Subcontractor. If the dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to any other form of binding dispute resolution. The location of the mediation shall be the location of the Project. Once a party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to commence such mediation within thirty (30) calendar days of filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

17. WORK CONTINUATION AND PAYMENT Unless otherwise agreed in writing, the Services Subcontractor shall continue the Services during any dispute resolution proceedings. As the Services Subcontractor continues to perform, the Contractor shall continue to make payments in accordance with this Agreement.

18. MULTIPARTY PROCEEDING To the extent permitted by Contract Documents, all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent disputes between the Contractor and the Services Subcontractor involve in whole or in part disputes between the Contractor and the Owner, disputes between the Services Subcontractor and the Contractor shall be decided by the same tribunal and in the same forum as disputes between the Contractor and the Owner.

19. DISPUTES BETWEEN CONTRACTOR AND SERVICES SUBCONTRACTOR In the event the provisions for resolution of disputes between the Contractor and the Owner contained in the Contract Documents do not permit consolidation or joinder with disputes of third parties, such as the Services Subcontractor, resolution of disputes between the Services Subcontractor and the Contractor involving in whole or in part disputes between the Contractor and the Owner shall be stayed pending conclusion of any dispute resolution proceeding between the Contractor and the Owner. At the conclusion of those proceedings, disputes between the Services Subcontractor and the Contractor, to the extent not resolved in the proceedings between Owner and Contractor, shall be submitted to mediation at the location

of the Project. Any disputes not resolved by mediation shall be decided by litigation at the location of the Project.

20. COST OF DISPUTE RESOLUTION The cost of any mediation proceeding shall be shared equally by the parties participating. The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by a dispute resolution procedure designated in the Contract Documents shall be entitled to recover from the other party those reasonable attorneys' fees, costs and expenses incurred by the prevailing party in connection with such dispute resolution process after direct discussions and mediation.

21. TERMINATION BY EITHER PARTY Either party may terminate this Agreement upon seven (7) days' written notice if the other party materially breaches its terms through no fault of the initiating party.

22. TERMINATION FOR CONTRACTOR'S CONVENIENCE Upon seven (7) days' written notice, the Contractor may, without cause, terminate this Agreement with the Services Subcontractor. If this Agreement is so terminated, the Services Subcontractor may recover from the Contractor to the extent that Owner pays the Contractor for the Services Subcontractor's Services.

23. JOINT DRAFTING The parties expressly agree this Agreement was subject to negotiation and Services Subcontractor had the opportunity to obtain the assistance of counsel in reviewing its terms prior to execution and this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

24. GOVERNING LAW The Agreement shall be governed by the law in effect at the location of the Project.

25. EXHIBITS The following Exhibits are attached to and are a part of this Agreement.

- Exhibit A:** Scope of Work
- Exhibit B:** Insurance Requirements
- Exhibit C:** Policies/Procedures Acknowledgement
- Exhibit D:** List of Drawings, Specifications and Addenda
- Exhibit E:** Schedule of Work
- Exhibit F:** Certification of Non-Segregated Facilities
- Exhibit G:** Not Used
- Exhibit H:** Not Used
- Exhibit I:** Not Used
- Exhibit K:** Not Used
- Exhibit X:** Not Used

XXXXXXXXXXXX

BY: _____

Print Name: _____

Print Title: _____

FLINTCO, LLC

BY: _____

Print Name: _____

Print Title: Authorized Representative

FLINTCO, LLC

INSURANCE REQUIREMENTS

The insurance requirements set out in this Exhibit are independent from all other obligations of the Subcontractor under this Subcontract and apply whether or not required by any other provision of this Subcontract.

Contractor utilizes myCOI Central, a software management system used to track certificates of insurance and to track and verify insurance coverage. Upon Subcontractor's receipt of this Agreement, Subcontractor will receive an email from RiskManagementFlintco@flintco.com. Subcontractor must follow the instructions contained in the email and complete the online registration. Upon completion of registration, Contractor will request proof of insurance directly from Subcontractor's insurance agent(s). In addition to the other terms and conditions contained herein, Subcontractor may not commence Work and no payments will be made, until Subcontractor is registered in myCOI Central and a compliant COI has been received.

Certificates of Insurance ("Certificates") are to show that the below required insurance coverages in companies with a minimum A.M. Best's Rating of A-, VIII or companies acceptable to Contractor are in force, and further provide that the insurance will not be canceled without at least thirty (30) days prior written notice.

If coverage limits specified by the Owner are required of Subcontractor and if greater than the coverage limits reflected on the Certificates provided to Contractor, Subcontractor shall immediately obtain the required higher coverage limits and furnish Contractor with replacement Certificates showing proper coverage limits and otherwise complying with this Exhibit B.

Subcontractor agrees to notify Contractor in writing, at least 30 days in advance, of any reduction by the insurers in required coverages or coverage limits, and in case of non-renewal, at least 30 days prior to expiration of the current policies. Subcontractor agrees to file new, complying Certificates showing proper renewal coverages and limits in force at least 30 days prior to expiration of the current policies.

(a) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 1) Worker's Compensation and Occupational Disease Coverage in accordance with the laws of the State within whose jurisdiction the work is performed. In the event that the work of this contract falls within the purview of the United States Longshoreman's and Harbor Worker's Compensation Act, the Jones Act (Maritime Employers Liability) or the Federal Employer's Liability Act, the Subcontractor shall extend Worker's Compensation Insurance to provide and maintain in full force and effect during the period covered by this Subcontract, insurance against the liability imposed under the above-mentioned Acts as applicable and shall include borrowed servants/alternate employer endorsement. No alternative or benefit plan in lieu of statutory Worker's Compensation coverage will be acceptable even in those jurisdictions where permitted.
- 2) Employer's Liability Coverage with a minimum limit of: \$1,000,000 per accident.

Where permitted by law the Subcontractor waives subrogation against Welty/Flintco Joint Venture, Kilgore Flares Company, LLC, Kilgore Company and its related subsidiaries, Flintco, LLC, Welty Building Company, Ltd.

(b) COMMERCIAL GENERAL LIABILITY INSURANCE, on a coverage form at least equal to that provided under ISO CG 00 01, latest available edition, on an occurrence basis, without restricting endorsements that reduce coverage. Alternatively, the Subcontractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Subcontractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Subcontractor shall obtain appropriate endorsements acceptable to Flintco, LLC as a condition of this Subcontract.

The above coverage shall be written for not less than the following minimum limits:

\$1,000,000.00	GENERAL AGGREGATE
\$1,000,000.00	PRODUCTS-COMPLETED OPERATIONS AGGREGATE
\$1,000,000.00	PERSONAL & ADV. INJURY
\$1,000,000.00	EACH OCCURRENCE

Continuation of Coverage Subcontractor shall continue to carry Completed Operations Liability Insurance for the applicable Statute of Repose following Substantial Completion of the Work.

(c) AUTOMOBILE LIABILITY INSURANCE including the following coverages: Owned, Hired, and Non-Owned vehicles shall be written for not less than the following minimum limits: \$1,000,000.00 PER ACCIDENT

(d) UMBRELLA (EXCESS) LIABILITY INSURANCE with combined single limits for bodily injury and property damage of not less than \$1,000,000.00 EACH OCCURRENCE and \$1,000,000.00 AGGREGATE. Such coverage shall be in excess of all liability insurance required

the above Paragraphs a.2, b and c.

Welty/Flintco Joint Venture, Kilgore Flares Company, LLC, Kilgore Company and its related subsidiaries, Flintco, LLC, Welty Building Company, Ltd as well as any other parties listed as additional insureds in the Owner-Contractor Agreement shall be added as additional insureds under the Commercial General Liability insurance listed in (b) above. The coverage afforded the additional insureds must provide coverage at least equal to that of ISO form CG 20 10 for ongoing operations and CG 20 37 for completed operations. It is agreed by the parties that such coverage will be primary and non-contributory and any coverage carried by Contractor and/or Owner will be excess of Subcontractor's coverage. If required by the law of the state where the project is located, Contractor shall also be furnished a copy of the policy and the endorsement issued by the insurer adding Contractor and Owner and other required parties as additional insureds or other documents as necessary to lawfully effectuate such endorsement.

All insurance policies procured, paid for, and maintained by the Subcontractor for the work performed according to this Subcontract Agreement must contain a Waiver of Subrogation rights against that of the Owner, Flintco, LLC, its parent, owners, subsidiaries and affiliate companies, their agents, employees, directors, servants, and insurers. This Waiver of Subrogation is required not only with respect to property, liability, or other insurance required of Subcontractor in this article, but also with respect to any other property, liability, or other insurance the Subcontractor may have in force that may cover the work performed for this job.

Contractor shall have no duty to Subcontractor or to any of its insurers or their insurance agents to review any Certificates or copies of insurance furnished to Contractor or to determine whether the terms of each Certificate or policy of insurance comply with the insurance-related provisions of the Subcontract Documents. A failure of Contractor to detect that Subcontractor has not submitted Certificates, or proper Certificates, or is otherwise not in compliance with the insurance-related provisions of the Subcontract Documents shall not be considered a waiver or other impairment of any of Contractor's rights under such insurance-related provisions.

Number of Policies Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. If the full required limits are arranged under a combination of Primary and Excess or Umbrella policies, all policies will be primary and non-contributory and any coverage carried by Contractor and/or Owner will be excess of Subcontractor's coverage.

If the Subcontractor fails to procure and maintain such insurance, in addition to the option of declaring Subcontractor in default for breach of a material provision of the Subcontract, Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides Contractor with equivalent protection, and Subcontractor shall furnish all necessary information to make effective and maintain such insurance. At the option of Contractor, the cost of said insurance purchased by Contractor shall be charged against and deducted from any monies then due or to become due to Subcontractor or Contractor shall notify Subcontractor of the cost thereof and Subcontractor shall promptly pay such cost.

(e) BUILDER'S RISK coverage including the interests of the Subcontractor will be provided by Contractor as identified in the Subcontract Documents. The Subcontractor is responsible for the deductible of \$10,000.00.

FLINTCO, LLC

POLICIES/PROCEDURES ACKNOWLEDGEMENT

The following Policies and Procedures are part of the Agreement by reference. (Obtain documents at www.flintco.com, Select Subcontractors tab and then click on Forms.)

- **Substance Free Workplace:** I acknowledge that I have obtained a copy of the FLINTCO, LLC policy statement regarding Substance Free Workplace and have read and understand my obligations under this policy.
- **Firearm, Weapons-Free Workplace Policy:** I acknowledge that I have obtained a copy the FLINTCO, LLC policy statement regarding Firearm, Weapons-Free Workplace and have read and understand my obligations under this policy.
- **Smoke-Free Workplace:** I acknowledge that I have obtained a copy of the FLINTCO, LLC policy statement regarding a Smoke-Free Workplace and have read and understand my obligations under this policy.
- **Safety Manual:** I acknowledge that I have obtained a copy of the FLINTCO, LLC Safety Manual and have read and understand my obligations regarding Job Site safety.

Services Subcontractor acknowledges obtaining a copy of and agrees to comply with Contractor policies and procedures related to Services Subcontractor performance on the jobsite._

Firm Company Name XXXXXXXXXXXX
Signature of Authorized Representative
Name of Authorized Representative (Print or Type)
Title of Authorized Representative

Return this signed form with your executed Services Subcontract.

FLINTCO, LLC

DRAWINGS, SPECIFICATIONS & ADDENDA

Specifications: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

Addenda: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

Drawings: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

FLINTCO, LLC **SCHEDULE OF WORK**

THE CONSTRUCTION SCHEDULE WILL BE MAINTAINED AT THE PROJECT SITE AND WILL BE UPDATED AS WORK PROGRESSES.

SUBCONTRACTOR WILL GIVE INPUT REGARDING THE SCHEDULE AT REGULARLY SCHEDULED PROGRESS MEETINGS. THE SUBCONTRACTOR SHALL FOLLOW THE MOST CURRENT VERSION OF THE SCHEDULE MAINTAINED BY CONTRACTOR AND PERFORM THE SUBCONTRACT WORK ACCORDING TO THAT SCHEDULE.

CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors or specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirements for Certifications of Nonsegregated Facilities.

Notification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

Firm Company Name XXXXXXXXXXXX
Signature of Authorized Representative
Name of Authorized Representative (Print or Type)
Title of Authorized Representative

Date of Execution: _____



myCOI Registration Instructions

This agreement calls for specific insurance coverage to be carried for this Project. To simplify the process of obtaining insurance certificates and ensuring full compliance with the insurance requirements, Flintco will utilize myCOI Central, a software management system to collect, track, and verify your certificates of insurance. **Registration within myCOI Central is required.**

What is myCOI?

- myCOI offers a software management system to track certificates of insurance. Flintco will still be your direct contact for certificates of insurance, but we will communicate through myCOI Central. You will receive a request to register in the myCOI system via the methods outlined below. Once you register, we will request certificates of insurance directly from your Insurance Agent. This way, you save time by not needing to call your agent every year to get a certificate of insurance over to us.
- Flintco will review compliance with the insurance requirements and will notify your agent directly of any issues; your agent will communicate with you if any changes to your policy are required.
- **This is a required program and you must complete your registration.**

You will receive an email in the next few weeks from riskmanagementflintco@flintco.com with a link to complete the registration. Please complete the registration process within seven (7) days of receiving the email. **If you do not receive the email about registration in myCOI, please contact riskmanagementflintco@flintco.com.**

We will work with your Insurance Agent to get a compliant certificate. It is your Insurance Agent's responsibility to talk to you if your policy needs to change. We will inform you directly if we are not able to get a compliant certificate on file from your agent in a timely manner.

If you have any questions, please contact riskmanagementflintco@flintco.com.

Please add this address riskmanagementflintco@flintco.com to your safe sender's list to ensure you receive any email communication from us.

***The following SAMPLE Exhibit B reflects Flintco, LLC's *minimum requirements* and are subject to change as dictated by the scope of work and/or Owner requirements.**

**FLINTCO, LLC
INSURANCE REQUIREMENTS**

The insurance requirements set out in this Exhibit are independent from all other obligations of the Subcontractor under this Subcontract and apply whether or not required by any other provision of this Subcontract.

Contractor utilizes myCOI Central, a software management system used to track certificates of insurance and to track and verify insurance coverage. Upon Subcontractor's receipt of this Agreement, Subcontractor will receive an email from RiskManagementFlintco@flintco.com. Subcontractor must follow the instructions contained in the email and complete the online registration. Upon completion of registration, Contractor will request proof of insurance directly from Subcontractor's insurance agent(s). In addition to the other terms and conditions contained herein, Subcontractor may not commence Work and no payments will be made, until Subcontractor is registered in myCOI Central and a compliant COI has been received.

Certificates of Insurance ("Certificates") are to show that the below required insurance coverages in companies with a minimum A.M. Best's Rating of A-, VIII or companies acceptable to Contractor are in force, and further provide that the insurance will not be canceled without at least thirty (30) days prior written notice.

If coverage limits specified by the Owner are required of Subcontractor and if greater than the coverage limits reflected on the Certificates provided to Contractor, Subcontractor shall immediately obtain the required higher coverage limits and furnish Contractor with replacement Certificates showing proper coverage limits and otherwise complying with this Exhibit B.

Subcontractor agrees to notify Contractor in writing, at least 30 days in advance, of any reduction by the insurers in required coverages or coverage limits, and in case of non-renewal, at least 30 days prior to expiration of the current policies. Subcontractor agrees to file new, complying Certificates showing proper renewal coverages and limits in force at least 30 days prior to expiration of the current policies.

(a) **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

- 1) Worker's Compensation and Occupational Disease Coverage in accordance with the laws of the State within whose jurisdiction the work is performed. In the event that the work of this contract falls within the

purview of the United States Longshoreman's and Harbor Worker's Compensation Act, the Jones Act (Maritime Employers Liability) or the Federal Employer's Liability Act, the Subcontractor shall extend Worker's Compensation Insurance to provide and maintain in full force and effect during the period covered by this Subcontract, insurance against the liability imposed under the above-mentioned Acts as applicable and shall include borrowed servants /alternate employer endorsement. No alternative or benefit plan in lieu of statutory Worker's Compensation coverage will be acceptable even in those jurisdictions where permitted.

- 2) Employer's Liability Coverage with a minimum limit of: \$1,000,000 per accident.

Where permitted by law the Subcontractor waives subrogation against Flintco, LLC, Owner as well as any other parties in the Owner-Contractor Agreement.

(b) COMMERCIAL GENERAL LIABILITY INSURANCE, on a coverage form at least equal to that provided under ISO CG 00 01, latest available edition, on an occurrence basis, without restricting endorsements that reduce coverage. Alternatively, the Subcontractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Subcontractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Subcontractor shall obtain appropriate endorsements acceptable to Flintco, LLC as a condition of this Subcontract.

The above coverage shall be written for not less than the following minimum limits:

\$1,000,000.00 GENERAL AGGREGATE (PER PROJECT; if not PER PROJECT, the limit shall be \$2,000,000.00)

\$1,000,000.00 PRODUCTS-COMPLETED OPERATIONS AGGREGATE

\$1,000,000.00 PERSONAL & ADV. INJURY

\$1,000,000.00 EACH OCCURRENCE

Continuation of Coverage Subcontractor shall continue to carry Completed Operations Liability Insurance for the applicable Statute of Repose following Substantial Completion of the Work.

(c) AUTOMOBILE LIABILITY INSURANCE including the following coverages: Owned, Hired, and Non-Owned vehicles shall be written for not less than the following minimum limits:
\$1,000,000.00 PER ACCIDENT

(d) Umbrella (EXCESS) Liability Insurance with combined single limits for bodily injury and property damage of not less than \$X,000,000.00 EACH OCCURRENCE and \$X,000,000.00 AGGREGATE. Such coverage shall be in excess of all liability insurance required under the above Paragraphs a2, b and c.

(e) [AS APPLICABLE PER OUTLINED SCOPE] PROFESSIONAL LIABILITY INSURANCE coverage shall be written for not less than the following minimum limits: \$1,000,000.00 EACH CLAIM and \$1,000,000.00 AGGREGATE. Any retroactive date applicable to the policy shall precede the commencement of any professional services provided under this agreement. Professional Liability

Insurance coverage shall be maintained by the Professional Engineer/Subcontractor for not less than three (3) years beyond the completion of the project with no change in the original retroactive date. Such insurance shall have a maximum deductible amount of \$25,000.00 per occurrence. The deductible shall be paid by the Subcontractor on claims for which the Subcontractor is liable.

(f) [AS APPLICABLE PER OUTLINED SCOPE] CONTRACTOR'S POLLUTION LIABILITY INSURANCE shall be written on an occurrence basis for not less than the following minimum limits: \$1,000,000.00 EACH OCCURRENCE and \$1,000,000.00 AGGREGATE.

Flintco, LLC, Owner as well as any other parties listed as additional insureds in the Owner-Contractor Agreement shall be added

as additional insureds under the Commercial General Liability insurance listed in (b) above. The coverage afforded the additional insureds must provide coverage at least equal to that of ISO form CG 20 10 for ongoing operations and CG 20 37 for completed operations. It is agreed by the parties that such coverage will be primary and non-contributory and any coverage carried by Contractor and/or Owner will be excess of Subcontractor's coverage. If required by the law of the state where the project is located, Contractor shall also be furnished a copy of the policy and the endorsement issued by the insurer adding Contractor and Owner and other required parties as additional insureds or other documents as necessary to lawfully effectuate such endorsement.

All insurance policies procured, paid for, and maintained by the Subcontractor for the work performed according to this Subcontract Agreement must contain a Waiver of Subrogation rights against that of the Owner, Flintco, LLC, its parent, owners, subsidiaries and affiliate companies, their agents, employees, directors, servants, and insurers. This Waiver of Subrogation is required not only with respect to property, liability, or other insurance required of Subcontractor in this article, but also with respect to any other property, liability, or other insurance the Subcontractor may have in force that may cover the work performed for this job.

Contractor shall have no duty to Subcontractor or to any of its insurers or their insurance agents to review any Certificates or copies of insurance furnished to Contractor or to determine whether the terms of each Certificate or policy of insurance comply with the insurance-related provisions of the Subcontract Documents. A failure of Contractor to detect that Subcontractor has not submitted Certificates, or proper Certificates, or is otherwise not in compliance with the insurance-related provisions of the Subcontract Documents shall not be considered a waiver or other impairment of any of Contractor's rights under such insurance-related provisions.

Number of Policies Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. If the full required limits are arranged under a combination of Primary and Excess or Umbrella policies, all policies will be primary and non-contributory and any coverage carried by Contractor and/or Owner will be excess of Subcontractor's coverage.

If the Subcontractor fails to procure and maintain such insurance, in addition to the option of declaring Subcontractor in default for breach of a material provision of the Subcontract,

Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides Contractor with equivalent protection, and Subcontractor shall furnish all necessary information to make effective and maintain such insurance. At the option of Contractor, the cost of said insurance purchased by Contractor shall be charged against and deducted from any monies then due or to become due to Subcontractor or Contractor shall notify Subcontractor of the cost thereof and Subcontractor shall promptly pay such cost.

(d) BUILDER'S RISK coverage including the interests of the Subcontractor will be provided by Contractor or Owner as identified in the Subcontract Documents. The Subcontractor is responsible for the deductible.

3.0 – STANDARDS & CONDITIONS

3.1 - FLINTCO PRELIMINARY SCHEDULE

See Attached

3.2 - FLINTCO SITE LOGISTICS PLAN

See Attached

EXECUTIVE SUMMARY
SCHEDULE

Mercy 7th Floor ICU Buildout

Data Date: 30-Oct-24
Page 1 of 2

#	Activity ID	Activity Name	Orig Dur	Start	Finish	2025												2026									
						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
1	Mercy 7th Floor ICU Buildou		428	30-Sep-24 A	04-Jun-26																						
2	Milestones		300	02-Apr-25	04-Jun-26																						
3	M1000	NTP / Receive Contractor Permit	0	02-Apr-25*																							
4	M1030	Final Test & Balance	0	09-Apr-26*																							
5	M1010	Substantially Complete	0	21-May-26*																							
6	M1020	Final Completion	0		04-Jun-26																						
7	Preconstruction		296	30-Sep-24 A	26-Nov-25																						
8	Design		128	30-Sep-24 A	01-Apr-25																						
9	D1040	100% DDs	33	30-Sep-24 A	13-Nov-24																						
10	D1050	100% DD Estimate	10	14-Nov-24*	27-Nov-24																						
11	D1090	50% CDs	36	14-Nov-24*	08-Jan-25																						
12	D1100	50% CD Estimate	10	09-Jan-25*	22-Jan-25																						
13	D1110	100% CDs	30	09-Jan-25*	19-Feb-25																						
14	D1070	Bid / Negotiating / Sub Buyout	20	19-Feb-25*	18-Mar-25																						
15	D1080	100% Final GMP Estimate Approval	5	19-Mar-25*	25-Mar-25																						
16	D1120	Permits	5	26-Mar-25	01-Apr-25																						
17	Procurement		173	26-Mar-25	26-Nov-25																						
18	P1060	Doors/HW Submittals & Shop Drawings	31	26-Mar-25*	07-May-25																						
19	P1070	Millwork Submittals & Shop Drawings	30	26-Mar-25*	06-May-25																						
20	P1050	MEP & Fire Submittals & Shop Drawings	20	30-Apr-25*	28-May-25																						
21	P1040	Millwork Materials Procurement	20	07-May-25*	04-Jun-25																						
22	P1030	Door & Hardware Procurement	79	08-May-25*	28-Aug-25																						
23	P1000	HVAC Materials Procurement - VAVs	31	29-May-25*	11-Jul-25																						
24	P1010	Electrical Materials Procurment - Light Fixtur	84	29-May-25*	25-Sep-25																						
25	P1020	Plumbing Materials Procurment	55	29-May-25*	14-Aug-25																						
26	P1090	Electrical Materials Procurment - 400A Pane	128	29-May-25*	26-Nov-25																						
27	P1100	Electrical Materials Procurment - 200A Pane	69	29-May-25*	04-Sep-25																						
28	BIM		25	26-Mar-25	29-Apr-25																						
29	BIM1000	BIM Kickoff Meeting	5	26-Mar-25	01-Apr-25																						
30	BIM1020	BIM Coordination Model 100%	20	02-Apr-25	29-Apr-25																						
31	Construction		258	09-May-25	13-May-26																						
32	CON1250	Site Mobilization	3	09-May-25	13-May-25																						
33	CON1310	Demolition	10	14-May-25	28-May-25																						
34	CON1260	Overhead Mechanical	110	29-May-25	31-Oct-25																						

Start Date: 30-Sep-24
Finish Date: 04-Jun-26
Data Date: 30-Oct-24

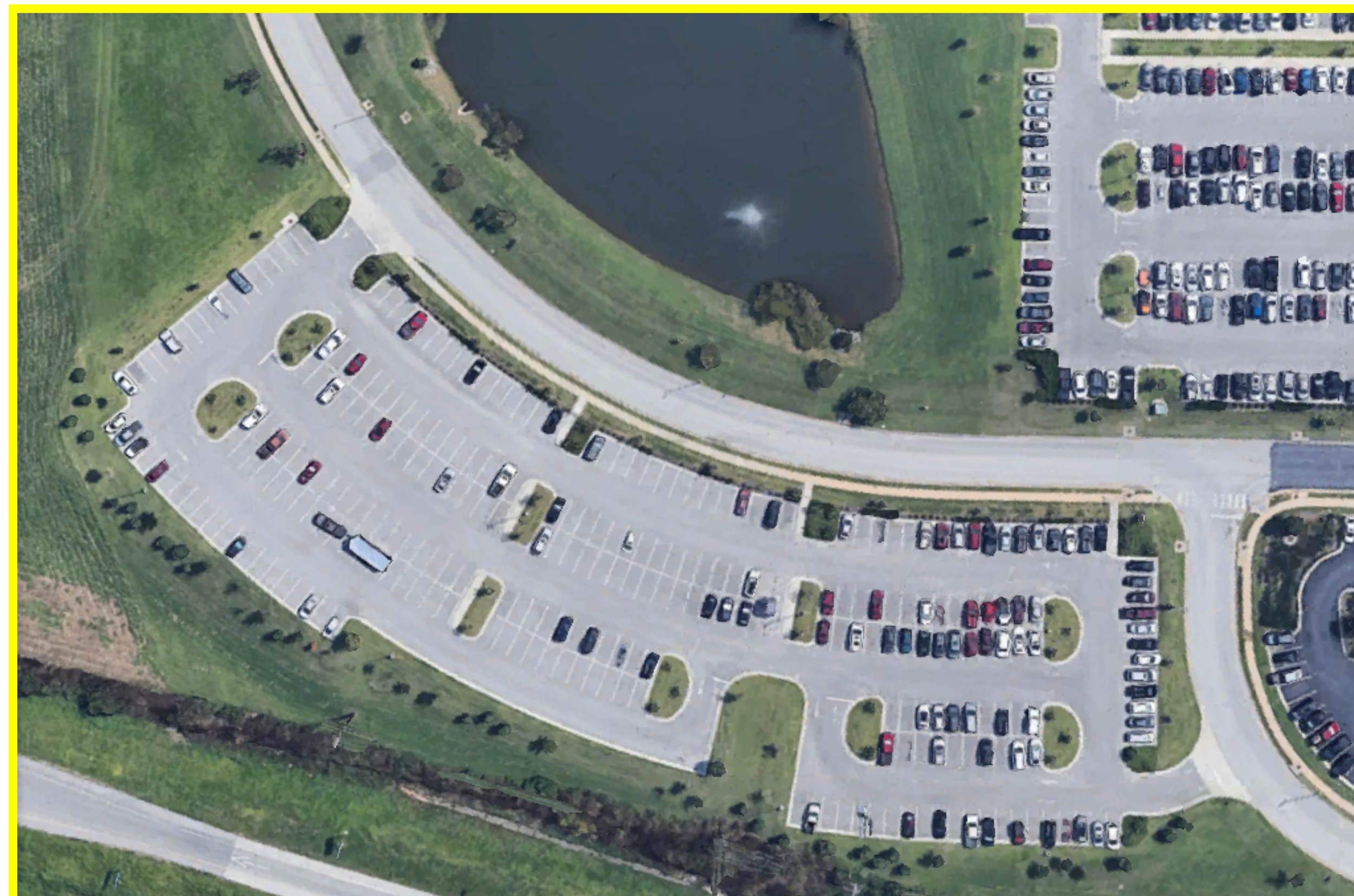
- Remaining Level of Effort
- Actual Level of Effort
- Actual Work
- Rem Work
- Near Crit Rem
- Remaining Work
-
-
-
-
-

Mercy 7th Floor ICU Buildout



Legend:

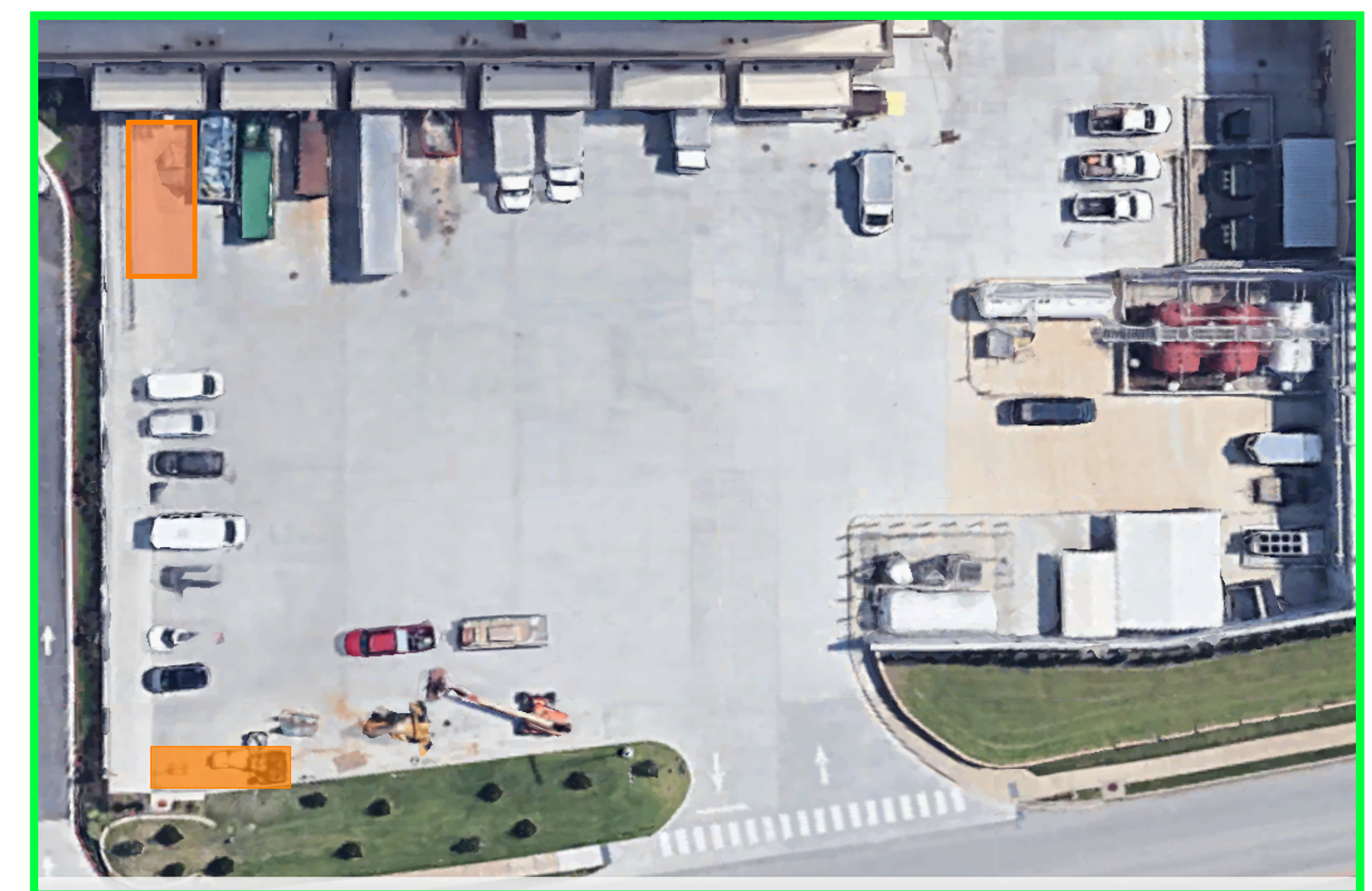
..... Path of Egress



Contractor Parking

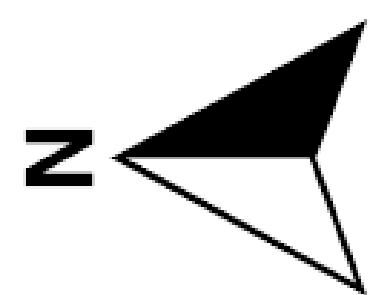


Suggested Crane Location



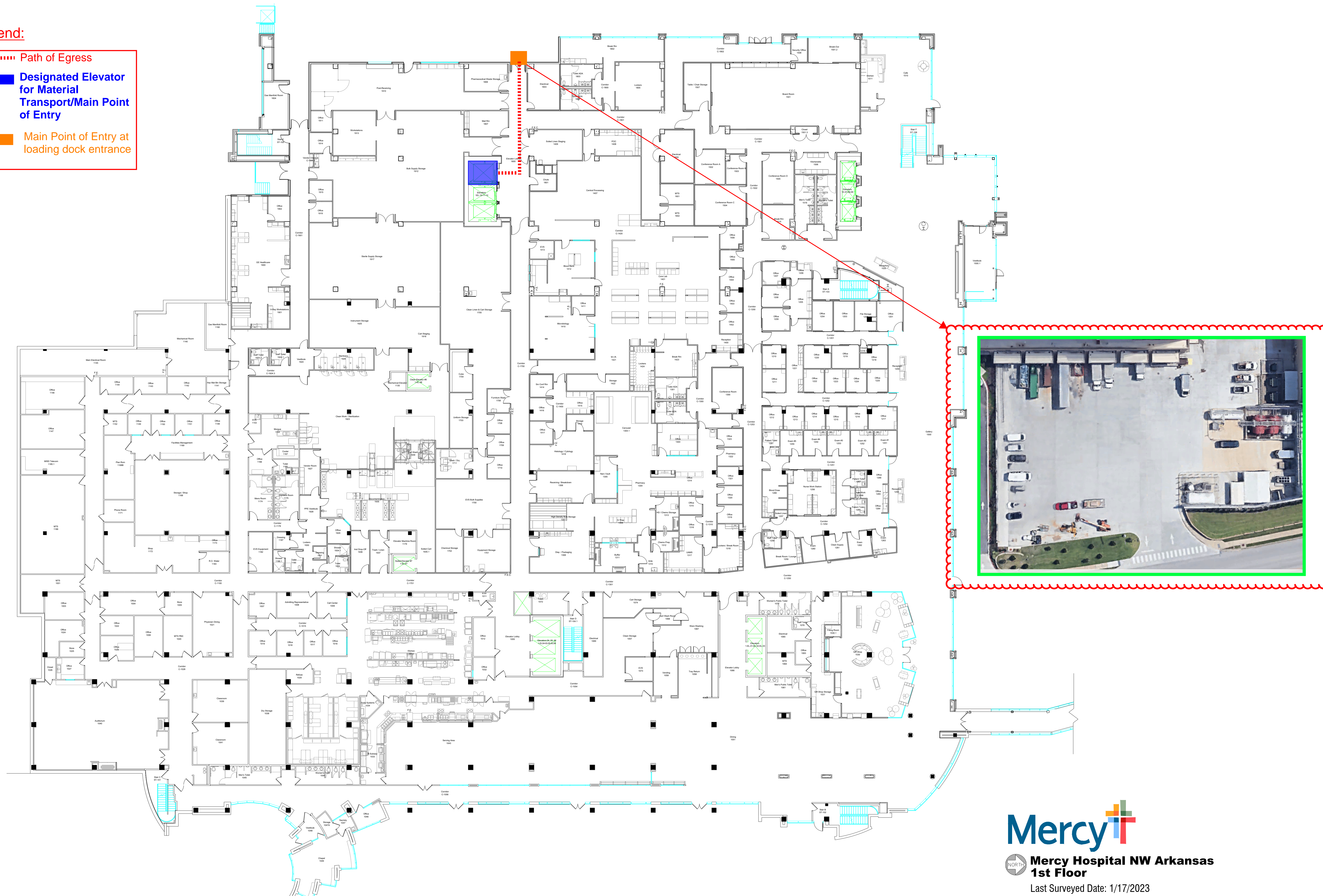
Unloading & Loading/Main Point of Egress

Suggested Dumpster Location(s)



Legend:

- ⋯⋯⋯ Path of Egress
- Designated Elevator for Material Transport/Main Point of Entry
- Main Point of Entry at loading dock entrance



Mercy Hospital NW Arkansas
1st Floor

Last Surveyed Date: 1/17/2023
 Revision Requested By Susanne Kroblin - Date: 1/17/2023

Notes

1. Provide protection for the interior of the elevator to prevent damage.
2. Break room to be relocated once demo takes place in that area.
3. Barrier to be put in place once wall is demoed.

Key:

- Emergency Egress
- Temp Laydown Area
- Starc Wall/ Negative air machine as required
- Designated Elevator for Material Transport/Main Point of Entry
- Temp Break Room
- Elevators OFF LIMITS for Material Transport
- Temp Restrooms

No.	Date	Description

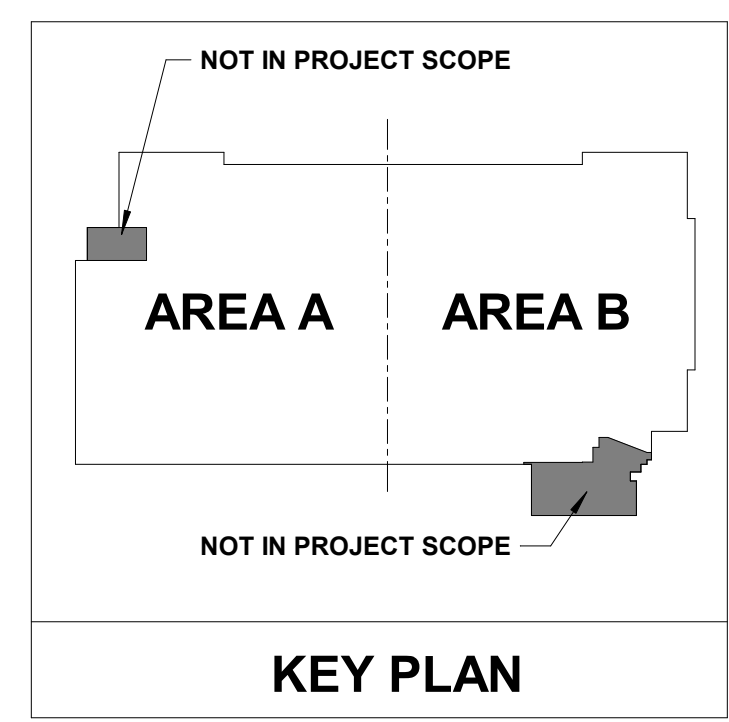
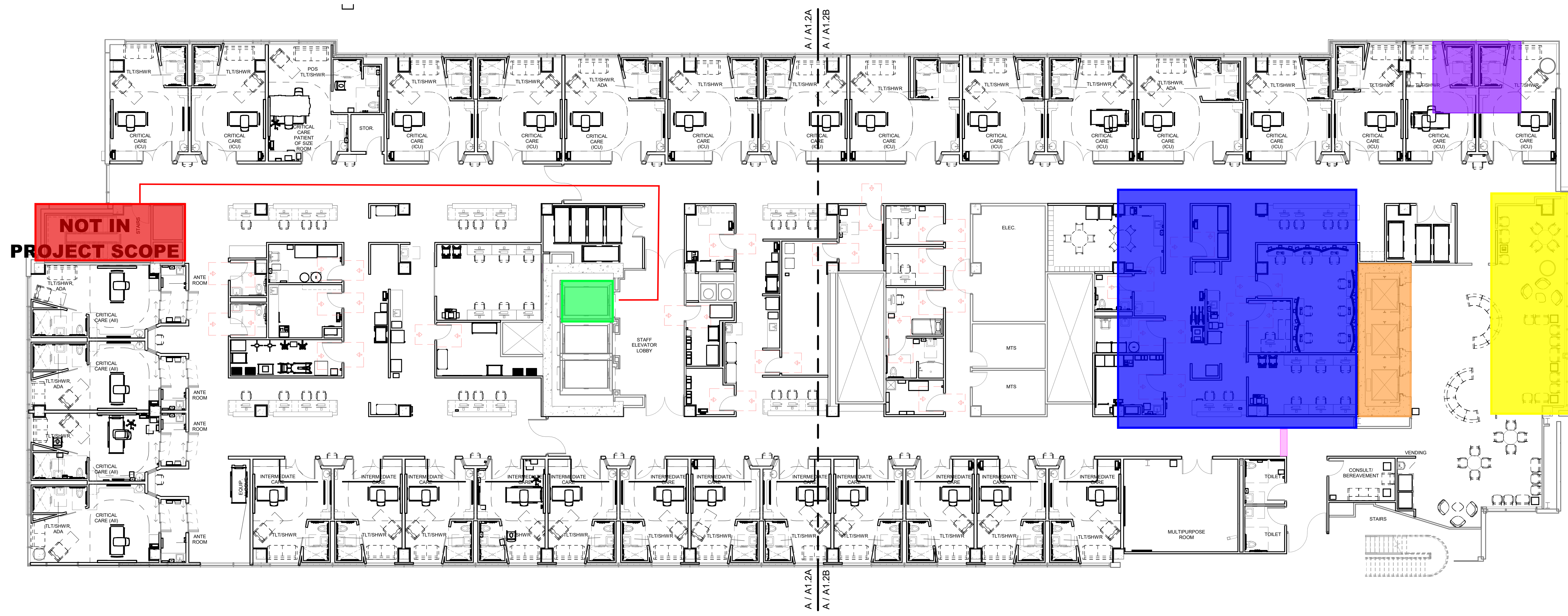
PROGRESS DRAWING
 9/29/2024 7:05:55 PM
 NOT FOR CONSTRUCTION

Mercy Project No.: 2040-821203
 Date: 09/30/2024
 Scale: As indicated

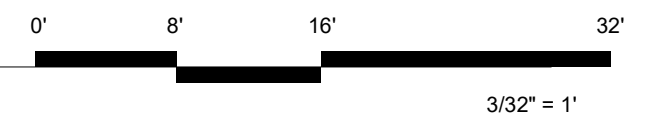
MERCY NWA HOSPITAL
 Building No.: 1388
ROGERS 7TH FLOOR ICU
 2710 RIFE MEDICAL LANE, ROGERS, AR 72758
7TH FLOOR OVERALL EQUIPMENT PLAN



Floor No:
7TH FLOOR
 Sheet No:
A11.1



⊕ **A** OVERALL 7TH FLOOR EQUIPMENT PLAN
 3/32" = 1'-0"



CODE INFORMATION

PROJECT INFORMATION

- CONSTRUCTION PURPOSE:
- REASON FOR SUBMITTAL:
- LOCATION OF ANY ANTICIPATED FUTURE ADDITIONS: NONE

4. OWNER:
 MERCY NORTHWEST ARKANSAS
 2710 RIFE MEDICAL LANE
 ROGERS, AR 72758
 PH (479) 338-8000

5. DATE DEVELOPED: 9/30/2024

DESIGN TEAM

ARCHITECT:
 HFG ARCHITECTURE, LLC
 208 SW 8TH STREET, SUITE 206
 BENTONVILLE, AR 72712
 PH (479) 486-8099 (OFFICE)
 CONTACT: DAVID LONGACIN
 EMAIL: david@hfgarchitecture.com
 PH (479) 644-5015 (MOBILE)
 CONTACT: JENNIFER UNREIN
 EMAIL: jennifer@hfgarchitecture.com

DESIGN CONSULTANTS:

PROFESSIONAL ENGINEERING CONSULTANTS
 1924 UTICA AVE., SUITE 1400
 TULSA, OK 74104
 PH (918) 664-6400
 CONTACT:
 JOSH BOWMAN (MECHANICAL)
 EMAIL: josh.bowman@pec1.com
 JESSICA BARNETT (ELECTRICAL)
 EMAIL: jessica.barnett@pec1.com

7. ARCHITECTS SEAL: SEE STAMP AT RIGHT

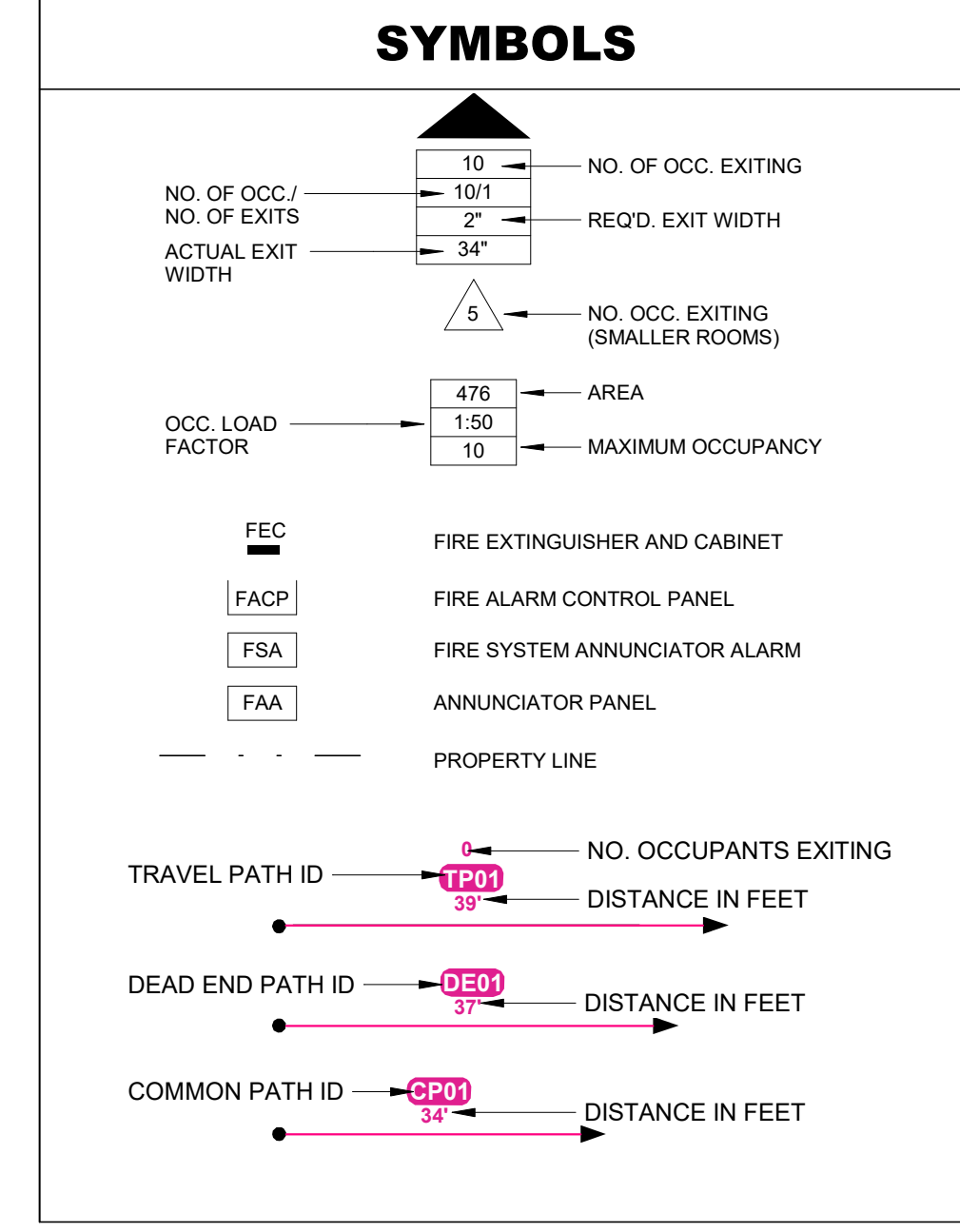
8. FIRE SERVICE: CITY OF ROGERS

9. INSPECTION: ROGERS FIRE DEPT. - COMMUNITY RISK REDUCTION DIVISION

10. WATER SUPPLY: CITY OF ROGERS

11. SEWAGE TREATMENT: CITY OF ROGERS

CODE REVIEW - ARKANSAS FIRE PREVENTION CODE (AFPC) AND NFPA			
Code Study	Mercy NWA - 7th Floor ICU		
Governing Codes	Miscellaneous Codes	State of AR - AFPC (IBC Equivalent)	NFPA
	ANSI 2017, A117.1	AFPC Vol. II, 2021 (IBC/IEBC 2021)	NFPA 101 - 2021
	ADA, 2010	AFPC Vol. I, 2021 (IFC 2021)	NFPA 99 - 2018
	FGI, 2022	AR State Fuel and Gas Code, 2018	NFPA 70, NEC 2020
		AR State Mech. Code, 2021 (IMC 2021)	NFPA 5000 - 2021
		AR Energy Code (IECC 2009)	
		AR State Plumb. Code, 2018 (IPC 2018)	
Sprinkler	Yes		
Occupancy Type	I-2	AFPC Vol. II, 304.1	Healthcare NFPA 101, New Healthcare; Chapter 18
Allowable Limits & Increase		AFPC (IBC)	NFPA
Height	Unlimited	AFPC Vol. II, Table 504.3	Unlimited NFPA 5000 - Table 7.4.1
Number of Stories	Unlimited	AFPC Vol. II, Table 504.4	Unlimited NFPA 5000 - Table 7.4.1
I-2 / Healthcare Area (SF)	Unlimited	AFPC Vol. II, Table 506.2	Unlimited NFPA 5000 - Table 7.4.1
Actual Condition			
Height	127 ft		
Number of Stories	8		
Entire 7th Floor Area	60,512 sqft		
Construction Type		AFPC Vol. II, Table 601	NFPA 5000 - Table 7.2.1.1
		IA (Reduced to 1B per 403.2.1.1 except primary frame)	II (S32) (reduced to II(222) except primary frame)
Primary structural frame	3-Hour		3-Hour
Bearing walls			
Exterior	2-Hour		2-Hour
Interior	2-Hour		2-Hour
Nonbearing walls & partitions			
Exterior	0-Hour		0-Hour
Interior	0-Hour		0-Hour
Floor Construction & associated secondary members	2-Hour		2-Hour
Roof Construction & associated secondary members	1-Hour		1-Hour
Rating at med-gas room	1-HR walls and doors		NFPA 99 - 5.1.3.3.2(4)
Ventilation at med-gas room	(2) vents, 1 high, 1 low	AFPC Vol. I, 5306.2.1	
Incidental Use/Hazardous Area Protection			
Laboratory in I-2/Healthcare (not severe)	1-HR	AFPC Vol. II, Table 509	0-HR NFPA 101, Table 18.3.2.1
Maintenance Shop in I-2/Healthcare	1-HR	AFPC Vol. II, Table 509	1-HR NFPA 101, Table 18.3.2.1
Cleaning Room in I-2/Healthcare	1-HR (if > 100 sqft)	AFPC Vol. II, Table 509	1-HR (if > 100 sqft) NFPA 101, Table 18.3.2.1
Soiled holding/storage in I-2/Healthcare	1-HR (if > 100 sqft)	AFPC Vol. II, Table 509	1-HR (if > 100 sqft) NFPA 101, Table 18.3.2.1
Exit access travel distance	200 ft Max.	AFPC Vol. II, Table 1017.2	200 ft Max. NFPA 101 - 18.2.6.2.1
Corridor Fire Resistance	0-HR	AFPC Vol. II, Table 1020.2	0-HR NFPA 101 - 18.3.6.2.2
Corridor Minimum Widths			
Group I-2 in areas not intended for inpatients	44 inches	AFPC Vol. II, Table 1020.3	44 inches NFPA 101 - 18.2.3.4(1)
Group I-2 in areas intended for inpatients/bed movement	96 inches	AFPC Vol. II, Table 1020.3	96 inches NFPA 101 - 18.2.3.4
Common path of travel	75 ft Max.	AFPC, Vol. II, Table 1006.2.1	100 ft Max. NFPA 101 - 18.2.5.2



TRAVEL PATH...

PATH	DISTANCE
TP01	154' - 6"
TP02	186' - 9"
TP03	160' - 3"
TP04	154' - 8"
TP05	176' - 11"
TP06	97' - 4"

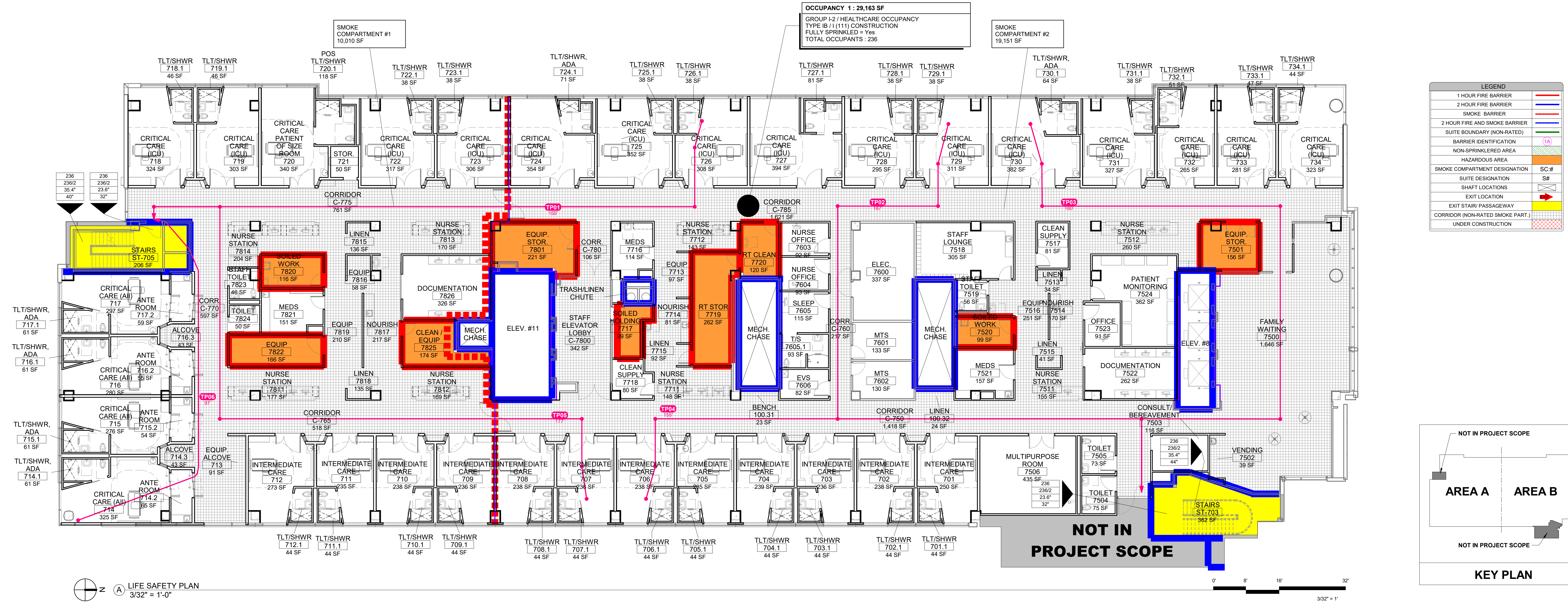
No.	Date	Description

PROGRESS DRAWING
 9/29/2024 7:04:00 PM
 NOT FOR CONSTRUCTION

Mercy Project No.: 2040-821203
 Date: 09/30/2024
 Scale: As indicated

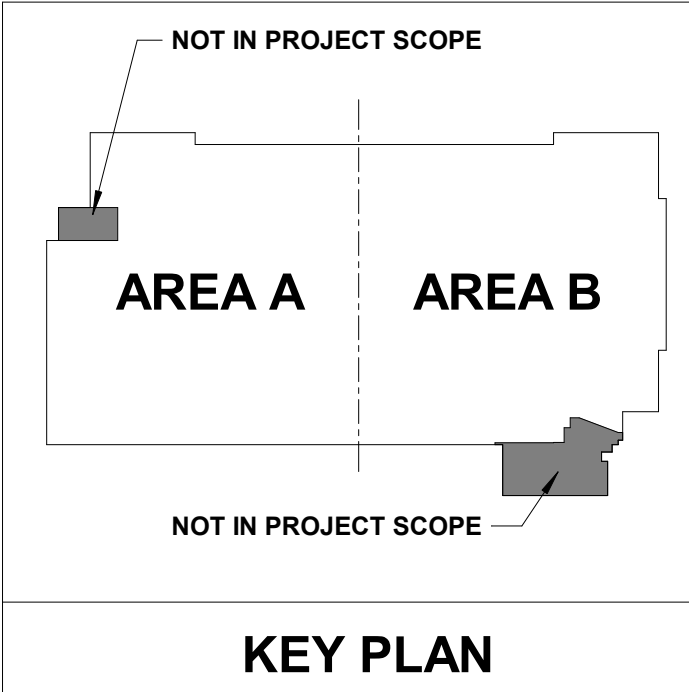
MERCY NWA HOSPITAL
 Building No.: 1388
ROGERS 7TH FLOOR ICU
 2710 RIFE MEDICAL LANE, ROGERS, AR 72758
7TH FLOOR LIFE SAFETY PLAN

Mercy
 Floor No.: 7TH FLOOR
 Sheet No.: **LS-01**



3/32" = 1'-0"
 LIFE SAFETY PLAN

NOT IN PROJECT SCOPE



VOLUME 1 – BID REQUIREMENTS

4.0 SCOPES OF WORK

4.1 BID REQUIREMENTS

4.1.1 DEFINITIONS OF TERMS

Contractor = Bidder

Construction Manager = Flintco, LLC.

Owner = Mercy

Architect = HFG Architecture

4.1.2 **PROJECT COORDINATION** - The scope of work for these bid packages shall include, but is not necessarily limited to the following general items:

4.1.2.1 Contractor is to furnish manpower and equipment necessary, as required by the project schedule, including interim milestone dates, and to furnish additional crews, equipment, etc. and/or overtime required to maintain the schedule if Contractor falls behind due to their own fault or due to inclement weather.

4.1.2.2 Contractor is responsible for field engineering, layout and field layout from benchmarks and base building control furnished by the Construction Manager. Rough-In requirements are to be dimensioned from column lines as shown on the contract documents.

4.1.2.3 Contractor shall furnish hoisting and material transport for the scope of this bid package.

4.1.2.4 Contractor shall furnish pumping and dewatering as required for the scope of this bid package. Any pumping performed shall not hinder any other trades' work.

4.1.2.5 Contractor will perform any saw cutting, patching, and removal of debris as required for the scope of this bid package. The Construction Manager must approve the quality of any cutting and patching work.

4.1.2.6 Contractor shall furnish drinking water for employees and subcontractor's employees for the scope of this bid package.

4.1.2.7 This Contractor acknowledges that the work of this Bid Package will require multiple mobilizations and has included in the Bid Package price mobilizations to accomplish the work.

4.1.2.8 The concrete slab shall be protected at all times. All hydraulic equipment shall be diapered to avoid staining of concrete. No trades shall park equipment on concrete slabs. Drop cloths shall be used below equipment at all times. No pipe cutting machines shall be used on the floor slab.

4.1 – BID REQUIREMENTS

- 4.1.2.9 Contractor shall coordinate all material deliveries with the Construction Manager.
- 4.1.2.10 Contractor shall clean up his work in such a manner as to maintain safe working conditions on the project daily, including but not limited to excess material, lunch trash, and dirt and debris on streets and sidewalks. All trash generated from this Contractor's work or its' forces shall be removed by the Contractor's own forces and Contractor's equipment. Trash shall be placed in an on-site dumpster provided by others. Any waste that requires special disposal such as concrete, pavement or hazardous waste will be disposed of by Contractor and not placed in the on-site dumpster. Debris placed in the dumpster must fit within the confines of the dumpster. If after 24 hour notice Contractor fails to clean-up trash, then the Construction Manager may clean up the trash and the cost thereof shall be charged to the Contractor.
- 4.1.2.11 When Contractor is mobilized on site, Contractor to provide one laborer each Friday for a composite cleaning crew for the entire day. Composite crew to be coordinated by Flintco's Superintendent.
- 4.1.2.12 Contractor shall comply with Flintco's "Lean 2.0" policies and procedures. Copies are available for review at Flintco's office.
- 4.1.2.13 Normal work hours will be set by the Construction Manger as required to meet the project schedule or work hours as may be revised to comply with local, State, or other governing bodies regulations or requests. Weekend work will be stipulated as required to meet the project schedule. Contractor is fully obligated to meet the requirements of the project schedule within these constraints.
- 4.1.2.14 Contractor shall furnish protection of adjacent surfaces and repair of any damage caused by the work of this Contractor.
- 4.1.2.15 The work shall be of sound and quality construction and shall comply with all applicable codes, standards and the intent of the contract documents. No claims for extra work will be honored by the Construction Manger for work which must be performed by the Contractor to meet code or standard requirements or to comply with the reasonably implied intent of the contract documents. Example: where the working drawings did not show a steam line connection but the specifications required a complete system ready for operation, the Subcontractor is required to make the connection. The omission by the Engineer was held to be quite intentional – e.g., to give the subcontractor discretion in routing the line and making the connection in a manner most economical and expedient for him.

4.1 – BID REQUIREMENTS

4.1.3 PROJECT SAFETY

- 4.1.3.1 Contractor is to provide for its employees all necessary safety railing and fall protection as required by the authorities having jurisdiction and Flintco's standard safety policies and procedures.
- 4.1.3.2 Contractor will comply with the most recent OSHA requirements as of May 2019, including the recently updated Silica Dust requirements.
- 4.1.3.3 Contractor will furnish temporary barricades, flagmen and traffic control as required for the scope of this bid package.
- 4.1.3.4 Contractor shall furnish all scaffolding, work platforms, equipment and supplies to complete all work performed under the scope of this bid package, and as required by the authorities having jurisdiction and Flintco's standard safety policies and procedures.
- 4.1.3.5 Contractor shall furnish all temporary shoring and bracing that may be required under the scope of this bid package. If engineering is required for such bracing or shoring, cost of such engineering is to be included in this bid package.
- 4.1.3.6 Contractor will prepare in an acceptable format a job specific safety plan including written hazard analysis prior to starting work.
- 4.1.3.7 Subcontractor is required to adhere to the Construction Safety Requirements included in Flintco's safety manual.

4.1.4 TESTING

- 4.1.4.1 Contractor will assist the Material Testing Laboratory in obtaining samples and gathering data as needed.
- 4.1.4.2 Laboratory materials testing shall be provided by others, however, any re-testing required due to failed initial testing or areas not being ready for required testing due to the actions of this Contractor shall be paid for by this Contractor.

4.1.5 PROJECT ADMINISTRATION

- 4.1.5.1 Contractor will furnish all submittals, shop drawings, samples, mock-ups, and closeout documents required by the contract documents.
- 4.1.5.2 Time is of the essence, Contractor shall submit to Flintco, LLC. seven (7) printed copies and electronic copies of all product data, color selections, warranties, material information and shop drawings for approval within fourteen (14) days after the issue date of the Notice to Proceed, or as stipulated in the Bid Packages. It is the responsibility of this Contractor to expedite the submission and return of the necessary submittals, mock ups, shop drawings, and/or

4.1 – BID REQUIREMENTS

coordination drawings to assure Flintco, LLC of the timely procurement and delivery of materials in the field to allow the dry-in of the building, the progress of other trades work, and to assure the timely completion of construction consistent with the most current job schedule. Should the Contractor fail to make the submission within this deadline, Flintco will have the right, upon 72 hour written notice, to outsource or self-perform the compilation of all product data, color selections, warranties, material information and shop drawings per the contract documents. Cost of this compilation will be deducted from the Contractors subcontract amount.

- 4.1.5.3 Contractor will furnish all licenses, permits, and certifications and arrange for inspections and testing as may be required by and for this Contractor's work, and as required by the authorities having jurisdiction.
- 4.1.5.4 Contractor will sign Flintco's standard subcontract or purchase contract, and provide insurance and bonds as required in the Contract Documents or as required by Flintco's subcontract form, whichever is more stringent.
- 4.1.5.5 As a part of the cost of this work, Contractor shall provide a full time Project Manager and field superintendent, acceptable to Flintco, LLC to ensure the proper coordination and execution of the work. Both the superintendent and project manager shall attend all progress meetings as required by Flintco, LLC.
- 4.1.5.6 Contractor shall include the cost of bonds in this bid package in the space provided on the Bid Form.
- 4.1.5.7 All closeout documents required for this scope of work, including warranties shall be submitted no later than eight (8) weeks prior to the scheduled project completion date. Only final test reports are exempted from this requirement. Failure to provide closeout documents in a timely manner shall be cause to suspend or reduce progress payments to the Contractor. Contractor may also be subject to project liquidated damages for late submittal of closeout documents, as submittal of these items to Flintco, LLC is a condition of substantial completion. Should the Contractor fail to make the submission within this deadline, Flintco will have the right, upon 72 hour written notice, to outsource or self-perform the compilation of all close outs, as-builts, and warranties per the contract documents. Cost of this compilation will be deducted from the Contractors subcontract amount.

4.1 – BID REQUIREMENTS

4.1.6 **WARRANTIES**

- 4.1.6.1 All warranties, including equipment warranties, shall begin on the date of Substantial Completion of the Project regardless of when the equipment was started up for temporary or permanent use.
- 4.1.6.2 In the case of equipment such as air handlers that are used for temporary heating, the Contractor installing this equipment shall install new air filters or other required components and put the equipment in like new condition at the time of Substantial Completion of the Project. This shall be included as part of the Contractor's Contract Price as well as a warranty extension to cover the temporary use.
- 4.1.6.3 For each item which is provided with an extended warranty, the Contractor shall submit a separate form indicating the warrantor and the duration with the specific warranty attached. Flintco will provide a standard form as a cover sheet.
- 4.1.6.4 The requirements of these paragraphs are supplemented by Warranty requirements of the General Requirements of the contract.

4.2 BID PACKAGES

List of Available Bid Packages:

- 21A – Fire Suppression
- 22A – Plumbing
- 22B – Pneumatic Tube System
- 23A – HVAC
- 26A – Electrical

4.2 BID PACKAGES

COMPANY NAME: _____

BID PACKAGE #21A FIRE SUPPRESSION

Specification Sections	Description
DIVISION 21	FIRE SUPPRESSION
210500	COMMON WORK RESULTS FOR FIRE SUPPRESSION
210548	VIBRATION AND SEISMIC CONTROLS FOR FIRE SUPPRESSION PIPING AND EQUIPMENT
211313	WET-PIPE SPRINKLER SYSTEMS
DIVISION 22	PLUMBING
DIVISION 23	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
DIVISION 26	ELECTRICAL
DIVISION 27	TELECOMMUNICATIONS
DIVISION 28	ELECTRONIC SAFETY AND SECURITY

(In addition to the Specification Sections listed, Bidders will include work from referenced specifications and other work normally associated with this trade whether referenced or not.)

DEFINITIONS OF TERMS

Contractor = Bidder
Construction Manager = Flintco, LLC.
Owner = Mercy
Architect = HFG

Bidders are required to comply with all items included in the Construction Manager’s Bid Manual for this project. The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

GENERAL PROJECT SCOPE REQUIREMENTS

Reference Section 4.3.1 of the Bid Manual – as it pertains to this scope of work.

A. General Scope Items:

1. All work is to be consistent with the Contract Documents, local, state and federal laws, specified codes and ordinances. It is incumbent upon this Contractor to meet all local, state, federal and other applicable codes as they pertain to this scope of work.
2. Upon successful award, Contractor shall execute Construction Manager’s subcontract **within 10 business days of receipt**. No changes will be allowed to subcontract agreement as provided unless Contractor has labor bargaining agreements already in place which conflict with certain sections, and then Construction Manager will review on a case-by-case basis.
3. General Building Permit will be paid by the Construction Manager. All other required permits/fees will be paid by the Contractor.
4. Each foreman will be issued a security badge for controlled access for loading dock entry and elevator use. It is the contractor’s responsibility to provide access to their employees and/or request additional badges from the General Contractor. It is this contractor’s responsibility to track all badges in their possession and return to GC when finished.
5. Contractor shall notify Construction Manager a minimum of 30 days prior to submitting a pay application for offsite stored materials. Offsite stored material shall be stored in a bonded

- and insured warehouse. The Contractor will be responsible to pay for the owner travel expenses to inspect all offsite material that is stored out of town.
6. This Contractor shall provide qualified personnel under the direction of a full-time superintendent/competent foreman to perform all work in accordance with the project documents and standard industry accepted "best practices" for this work. Superintendent/general foreman shall not be changed anytime during the project without the written consent of the Construction Manager project manager.
 7. It is the responsibility of this Contractor to submit to Construction Manager a daily report of work performed on a daily basis. This report will be due by 9:00 a.m. on the business day following any workday. Daily Reports are to be submitted using Construction Manager's Construction Administration software.
 8. It is the responsibility of this Contractor to submit to Construction Manager daily Pre-Task Plan (PTP). This report is due by 9:15 a.m. on that business day.
 9. It is the responsibility of this Contractor to obtain and incorporate all RFI's, ASI's, Bulletin's, etc. into the work. If there are costs involved with the changes, Construction Manager must be notified in writing within five (5) working days after the information is issued. If notice is not given, the work must be incorporated at no cost.
 10. It is the responsibility of this Contractor to update any changes to or deviations from the Contract Documents on the Record Set of documents. As-built updates must be demonstrated to the Construction Manager project manager with each month's application for payment.
 11. It is the responsibility of this Contractor to provide emergency phone numbers of at least two (2) persons to Construction Manager prior to commencement of work. Phone numbers must be answered 24-hours day 7 day per week.
 12. It is the responsibility of this Contractor to provide correct and accurate documents for closeout manuals and warranty information as required by the Contract Documents. All closeout submittals will be required to be submitted during the submittal phase of the project with the exception of the warranty that will be required 60 days prior to substantial completion.
 13. It is the responsibility of this Contractor to gain written approval from Construction Manager's project manager prior to performing any change order work or work that is not included in the base contract documents. Failure to gain written approval may result in non-payment for that work by the Owner.
 14. It is the responsibility of this Contractor to inform all employees, and enforce, that the use of any and all tobacco products (smoking or chewing) will be prohibited while on campus.
 15. When submitting Requests for Information the Contractor shall also provide a proposed solution. If it is anticipated that the proposed solution and / or answer to the RFI will have costs implications the Contractor shall identify those costs on the RFI. At a minimum the Contractor shall include text within the RFI that costs may be associated depending on the direction given in the response and provide a rough estimate of the potential cost impact. Contractor must utilize Construction Manager's Construction Administration software to submit RFI's.
 16. This Contractor as part of this cost of work will provide all contract documents required by the Contractor for his or his vendor's use.
 17. Contractor shall include the daily removal of debris and broom clean of all areas Contractor is actively working in. Dumpsters shall be provided by Construction Manager. Materials placed in dumpster will be placed in a manner to fully utilize but not to exceed the dumpster capacity.
 18. It is the responsibility of this Contractor to provide a site specific SDS book at the time shop drawings and submittals are submitted. The SDS book shall be clearly labeled with the Contractor's name, the specific project name and location. Further, the contents shall be clearly indexed and contain only materials specifically used on this project.
 19. It is the responsibility of this Contractor to provide reasonable protection to the general public and other on-site personnel during the execution of this scope of work.
 20. This Contractor shall provide protection of work by others during all operations. The costs associated with repair and/or replacement of materials damaged by operations shall be by this Contractor.

21. Contractor will be responsible for providing and erecting all scaffolding, temporary bracing, and hoisting or conveyance of materials as required for this work.
22. Contractor shall be responsible for the cost of furnishing and installing safety barriers, covers, etc., and repairing guardrails required for installation of work. The safety measures should be maintained daily. Safety barriers and guardrails must be left in place and removed only after approval from the Construction Manager.
23. Contractor shall furnish all temporary shoring and bracing that may be required under the scope of this bid. If engineering is required for such bracing or shoring, the cost of such engineering is to be included in this bid package.
24. All offloading of material for this work is included; Contractor shall coordinate all lay down and staging areas with the project superintendent a minimum of 48 hours in advance of all material deliveries.
25. All storage and protection of materials will be the responsibility of this Contractor. Storage facilities will not be provided by the Construction Manager. No materials shall be stored on site for more 5 working days without prior consent from the project superintendent.
26. Limited storage space may be available, but storage space is not guaranteed. The Contractor shall relocate temporary structures, trailers, materials, etc. as often as required to accommodate construction progress.
27. It is the responsibility of this Contractor to coordinate the execution and sequencing of this work with the Construction Manager project superintendent and with all other trades, through phase planning, pull plan sessions, weekly work plans and daily huddles.
28. It is the responsibility of this Contractor to give a minimum of 72 hours written notice prior to any disruption to utilities, roadways, or the normal operations of the Owner's facilities.
29. Contractor is responsible for notifying Construction Manager in writing of any unacceptable substrate conditions. Beginning work by the Contractor constitutes acceptance of the substrate conditions. Any cost to rework or repair unacceptable work as a result of a faulty substrate shall be borne by this Contractor.
30. Contractor shall coordinate inspection and or testing schedules for this work package with the Construction Manager and third-party inspection agency. Re-testing expenses, as a result of deficient work, will be paid for by the Contractor.
31. Contractor shall carefully review and comply with all monthly development, detail, durations and updates of the project schedule; Contractors input in the schedule logic are required during scope review of the contract or before first payment to Contractor. Contractor is to furnish manpower and equipment necessary, as required by the project schedule, including interim milestone dates, and to furnish additional crews, equipment, etc. and/or overtime required to maintain the schedule if Contractor falls behind due to their own fault.
32. The Contractor is responsible for providing the required PPE in all operations on the jobsite per OSHA and state regulations. Specifically, at a minimum, hard hat, safety glasses, proper clothing and boots, high visibility vest, and minimum level 2 gloves. Workers shall wear gloves furnished by the employer at all times on all Construction Manager construction sites to use for the appropriate hazards such as those from skin absorption of harmful chemicals; protection from lacerations; severe abrasions; punctures; chemical reactions; and temperature extremes. Each PTP shall address the appropriate PPE glove required.
33. Each Contractor shall design and implement a stretch and flex program for their employees with the goal of reducing soft tissue injuries. This program shall be included in the safety submittal prior to starting work on the jobsite. Stretch and Flex activities shall be performed on the jobsite every day before the work activities begin by all employees. Please see the attached sample Stretch and Flex Program that could be used. Please consult with a licensed Physician/Physical Trainer for the most suitable stretches for your work crews.
34. The Contractor should provide their foreman with an iPad, or mobile device, in order to access construction documents maintained by Construction Manager.
35. A dedicated safety professional will be required on site if workforce exceeds 50 people, including 2nd tier Contractors.
36. All contractor employees and any on-site representatives of the contractor shall wear an approved type-II or EN12492 safety helmet. Refer to 5.11.7 Flintco Safety Helmet Policy.

B. Design Assist/Preconstruction Responsibilities:

1. The documents will be issued at Design Development level with subsequent drawing packages to be issued as the drawings and specification progress. The intent of the preconstruction process is for the Contractor to work in partnership with project team to complete the following tasks;
 - i. Develop cost estimate with detailed labor and material breakdowns at design development.
 - ii. Participate in biweekly coordination meetings with the Design team and Construction Manager to monitor and assist in design completion of the Construction Documents.
 - iii. Contractor will provide monthly estimate updates with milestone overall estimate updates completed at the end of every month between the completion of the design development estimate until the completion of the Construction Documents.
 - iv. Participate and develop value analysis strategies and pricing to align/ achieve target value design
 - v. Participate in early procurement strategies and facilitate purchasing, coordination and integration of materials into contract document and critical path schedule.
 - vi. Provide shop drawings and product information to be incorporated into the final construction documents.
 - vii. Perform constructability reviews
2. The Contractor is aware that if at the completion of the Design Documents, Flintco and the Owner reserve the right to remove this Contractor from the project if an agreeable GMP cannot be reached with no obligation other than the cost of preconstruction services.

C. Scope Inclusions:

1. Design, furnish and install a complete, fully operational, and tested automatic sprinkler fire suppression system in accordance with the Contract Documents, authorities having jurisdiction and NFPA 13. It is the intent and meaning of the Contract Documents that this Contractor provide an automatic sprinkler fire suppression system installation that is complete and all items and apparatuses necessary, reasonably incidental, or customarily included, even though each and every item is not specifically called out or shown. Include all engineering and design as required by the Contract Documents.
2. Contractor shall provide all items necessary and to coordinate as required with the fire alarm, and electrical contractor to ensure a complete and operable fire alarm system as it relates to the fire sprinkler system.
3. Contractor shall expedite the hydraulic calculations and piping drawings to coordinate all routing and work with the MEP trades to assure a system that fits in available spaces and with the work of others.
4. Contractor shall be responsible for submittal of final shop drawings and hydraulic calculations showing piping and heads simultaneously to the Owner's Insurance Underwriter, State Fire Marshall and Local authorities having jurisdiction. Contractor shall diligently pursue return of shop drawings from all authorities and include any review comments in completed shop drawings.
5. Within one (1) week after receiving review /approval comments from Owner's Insurance Underwriter, State Fire Marshall and Local AHJ, provide complete shop drawing and product data submittals to the Construction Manager.
6. All fire protection drain piping shall be routed to locations shown on the Contract Documents and as approved by Construction Manager.
7. Provide auxiliary drains to closest existing floor drain at low points in the system for trapped sections as required by NFPA-13 or as may be required for coordination with MEP trades to maintain scheduled ceiling heights.
8. This Contractor agrees to provide all NFPA, and AHJ required accessories for the fire protection system, including but not limited to, valves, tags, signs, tamper and flow switches, test connections and drains.

9. Final acceptance of the fire protection system shall be subject to the receipt of this Contractor's "Material and Test Certificate" and field examination and testing by the Authorities having jurisdiction.
10. Furnish and install all fire line piping for FDC connections including FDCs and any taps, seats, or signage necessary for complete installation.
11. Furnish all necessary hydrostatic testing and chlorination of water lines.
12. Contractor to furnish and pay for all required permits as required for this scope of work.
13. Coordinate rough in and connections to food service equipment as required.
14. This Contractor shall center sprinkler heads in the finished material that the heads are installed in. Coordinate with Acoustical Ceiling Tiles Product Type at areas receiving ceiling tile. If flex-heads are used on this project, this Contractor is responsible for ceiling tile installation at the flex head locations.
15. Design, furnish and install fully functional wet, pre-action and clean agent fire extinguishing systems in accordance with the Contract Documents. Include all compressors, valves, sensors, etc. that may be required. If not show on the drawings, verify riser location with the Construction Manager. Coordinate electrical requirements with the electrical Contractor.
16. Furnish and install factory pre-finished painting of all fully recessed sprinkler heads to match the adjacent ceiling color per Contract Documents.
17. Furnish and install all miscellaneous steel, unistrut, all-thread rod and accessories required for pipe supports, wall penetrations, floor penetrations and equipment support associated with this bid package.
18. Provide all layout required to perform the work of this bid package.
19. Provide all coring required for rough in for this scope of work.
20. Provide all controls, valves, backflow preventers, transfer switches, motor controllers, tamper switches, air compressors, etc., including and interconnecting wiring, to make the fire system complete
21. Provide all fire valve, hose cabinets, fire pumps and jockey pumps if required for a complete system per the Contract Documents.
22. Provide instructional training to Owner's representatives of the fire sprinkler suppression system operation and maintenance.
23. Furnish and install all required access doors required by the work of this bid package that are not specifically shown on the architectural drawings.
24. Furnish and install all thrust blocks, concrete bases, precast dry-wells, sleeves, rings, fasteners, and covers etc. required to complete the Work of this bid package.
25. Provide all necessary hangars and support devices to comply with the seismic code requirements.
26. Contractor shall not support sprinkler piping from ductwork or the work of others without prior written approval of the building inspector.
27. Firestopping, fire safing, fire sealing, and caulking of all fire sprinkler suppression system penetrations.
28. Cleaning and protection of installation until Owner acceptance.
29. Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.
30. Contractor to include coordination and shop drawings incorporating fire suppression systems in the BIM file format required by the Contract Documents.
31. Include multiple mobilizations as required for this scope of work.
32. Furnish and install all mockup construction and details as required by plans and specifications.

D. Schedule

1. Contractor agrees to fully plan his work in advance, so that material procurement and completion of submittals shall have no adverse impact on the overall project schedule.
2. Include multiple deliveries and mobilizations as required for this scope of work.
3. Work overtime as required to maintain project schedule.

E. Trade Coordination

1. This Contractor shall coordinate with the framing and miscellaneous rough carpentry subcontractor to ensure correct backing / blocking requirements prior to installation.
2. It is the responsibility of this Contractor to coordinate the execution and sequencing of his work with the Flintco project superintendent and with all other trades. Specifically, but not limited to, this Contractor shall coordinate his work with the framing, drywall, paint, flooring and ceiling subcontractors.

F. Quality – Building Information Modeling (BIM)

1. The “Stakeholders” for the project include the Mechanical Contractor, Plumbing Contractor, Electrical Contractor, Fire Protection Contractor, Structural Steel Contractor, Concrete Contractor, Structural Framing Contractor, Glazing Contractor, BAS Controls Contractor, Commissioning Agent, Owner, Engineer, and Architect. The stakeholders proposing on this project will be required to utilize 3D Building Information Modeling (BIM) technology to produce a Component Model to be used for coordination and constructability reviews. Construction Manager will begin the coordination process in partnership with the stakeholders immediately after Issued for Permit documents are released. Stakeholders shall anticipate this process to continue through the completion of As-Builts (as defined by the Contract Documents). BIM will be utilized by Construction Manager, LLC to help communicate challenges associated with constructability, conflict resolution, and phasing of construction

All stakeholders are expected to attend mandatory coordination meetings as directed by Construction Manager, LLC. It is the goal of these coordination meetings that interferences will be resolved. Mandatory attendance is required by all stakeholders during these coordination meetings in order for any clash detections or schedule concerns to be resolved. Once all conflicts have been resolved and the systems have been coordinated, each stakeholder is to provide a fully annotated Component Model of their respective systems in CAD and PDF format for submission to the Architect/Engineer of Record and Owner for review and approval. Upon final revision and approval by the Architect/Engineer of Record and Owner, the coordination drawings / model will be sign off on by each stakeholder. The Coordinated model and drawings will be available electronically for mobile devices and PC computers. These drawings will form the basis for resolution of any future field installation conflicts. Components not installed where shown on the Coordinated Sign-off Model or installed but not shown, will be relocated by and at the expense of the offending party. Cost for rework, re-coordination, or schedule impact required to accommodate components not shown on or not installed in accordance with the Coordination Sign-off Drawings is to be paid by the party not in compliance.

The stakeholders are required to participate in a strategic effort to incorporate prefabrication into the construction process for this project. Prefabrication meetings will be held, and the stakeholders will be responsible for developing a prefabrication plan to be implemented during construction. The focus of the effort is to increase safety and quality while reducing field manpower requirements. The BIM will be utilized to identify opportunities and assist in the planning of prefabrication.

G. Proposal Deliverables

1. Submission on Work Package #1 Bid Form including General Conditions worksheet and Labor Rate Sheet.
2. Reference Request for Proposal (RFP) Deliverables including Technical Proposal Requirements and Pricing Proposal in format requested.

Bidder agrees, if awarded the contract, to execute an agreement in the form set forth in the Flintco Subcontract to perform the proposed Work for the bid package(s) stated compensation within ten (10)

days after the award.

Bidder has no outstanding claims, lawsuits, arbitration proceedings or administrative proceedings by or against the owner or Flintco at this time and is not aware currently of any claims that Bidder may assert against owner or Flintco in the future. Bidder acknowledges and understands that its bid shall be rejected as non-responsive if its representations regarding outstanding or contemplated future claims against the owner or Flintco are untrue.

Submitted by:

Company Name / Corporation / Partnership / Sole Proprietor Federal ID No.

Name Title AR State Contractor's License #

Address

City State Zip Code

Phone Number w/ Area Code Fax Number w/ Area Code

Email Address

BID PACKAGE #22A PLUMBING

Specification Sections	Description
DIVISION 21	FIRE SUPPRESSION
DIVISION 22	PLUMBING
220500	COMMON WORK RESULTS FOR PLUMBING
220516	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING
220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
220548	GENERAL-DUTY VALVES FOR PLUMBING PIPING
220553	VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING
220700	PLUMBING INSULATION
221116	DOMESTIC WATER PIPING
221119	DOMESTIC WATER PIPING SPECIALTIES
221316	SANITARY WASTE AND VENT PIPING
221319	SANITARY WASTE PIPING SPECIALTIES
221416	STORM DRAINAGE PIPING
221419	STORM DRAINAGE PIPING SPECIALTIES
224300	HEALTHCARE PLUMBING FIXTURES
224500	EMERGENCY PLUMBING FIXTURES
224700	DRINKING FOUNTAINS AND WATER COOLERS
226213	VACUUM PIPING FOR LABORATORY AND HEALTHCARE FACILITIES
226313	GAS PIPING FOR LABORATORY AND HEALTHCARE FACILITIES
DIVISION 23	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
DIVISION 26	ELECTRICAL
DIVISION 27	TELECOMMUNICATIONS
DIVISION 28	ELECTRONIC SAFETY AND SECURITY

(In addition to the Specification Sections listed, Bidders will include work from referenced specifications and other work normally associated with this trade whether referenced or not.)

DEFINITIONS OF TERMS

Contractor = Bidder

Construction Manager = Flintco, LLC.

Owner = Mercy

Architect = HFG

Bidders are required to comply with all items included in the Construction Manager's Bid Manual for this project. The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

GENERAL PROJECT SCOPE REQUIREMENTS

Reference Section 4.3.1 of the Bid Manual – as it pertains to this scope of work.

A. General Scope Items:

1. All work is to be consistent with the Contract Documents, local, state and federal laws, specified codes and ordinances. It is incumbent upon this Contractor to meet all local, state, federal and other applicable codes as they pertain to this scope of work.
2. Upon successful award, Contractor shall execute Construction Manager's subcontract **within 10 business days of receipt**. No changes will be allowed to subcontract agreement as provided unless Contractor has labor bargaining agreements already in place which conflict with certain sections, and then Construction Manager will review on a case-by-case basis.
3. General Building Permit will be paid by the Construction Manager. All other required permits/fees will be paid by the Contractor.
4. Each foreman will be issued a security badge for controlled access for loading dock entry and elevator use. It is the contractor's responsibility to provide access to their employees and/or request additional badges from the General Contractor. It is this contractor's responsibility to track all badges in their possession and return to GC when finished.
5. Contractor shall notify Construction Manager a minimum of 30 days prior to submitting a pay application for offsite stored materials. Offsite stored material shall be stored in a bonded and insured warehouse. The Contractor will be responsible to pay for the owner travel expenses to inspect all offsite material that is stored out of town.
6. This Contractor shall provide qualified personnel under the direction of a full-time superintendent/competent foreman to perform all work in accordance with the project documents and standard industry accepted "best practices" for this work. Superintendent/general foreman shall not be changed anytime during the project without the written consent of the Construction Manager project manager.
7. Contractor is responsible for all general and keyed plumbing notes in Contract Documents
8. It is the responsibility of this Contractor to submit to Construction Manager a daily report of work performed on a daily basis. This report will be due by 9:00 a.m. on the business day following any workday. Daily Reports are to be submitted using Construction Manager's Construction Administration software.
9. It is the responsibility of this Contractor to submit to Construction Manager daily Pre-Task Plan (PTP). This report is due by 9:15 a.m. on that business day.
10. It is the responsibility of this Contractor to obtain and incorporate all RFI's, ASI's, Bulletin's, etc. into the work. If there are costs involved with the changes, Construction Manager must be notified in writing within five (5) working days after the information is issued. If notice is not given, the work must be incorporated at no cost.
11. It is the responsibility of this Contractor to update any changes to or deviations from the Contract Documents on the Record Set of documents. As-built updates must be demonstrated to the Construction Manager project manager with each month's application for payment.
12. It is the responsibility of this Contractor to provide emergency phone numbers of at least two (2) persons to Construction Manager prior to commencement of work. Phone numbers must be answered 24-hours day 7 day per week.
13. It is the responsibility of this Contractor to provide correct and accurate documents for closeout manuals and warranty information as required by the Contract Documents. All closeout submittals will be required to be submitted during the submittal phase of the project with the exception of the warranty that will be required 60 days prior to substantial completion.
14. It is the responsibility of this Contractor to gain written approval from Construction Manager's project manager prior to performing any change order work or work that is not included in the base contract documents. Failure to gain written approval may result in non-payment for that work by the Owner.
15. It is the responsibility of this Contractor to inform all employees, and enforce, that the use of any and all tobacco products (smoking or chewing) will be prohibited while on campus.
16. When submitting Requests for Information the Contractor shall also provide a proposed solution. If it is anticipated that the proposed solution and / or answer to the RFI will have cost implications the Contractor shall identify those costs on the RFI. At a minimum the Contractor shall include text within the RFI that costs may be associated depending on the

- direction given in the response and provide a rough estimate of the potential cost impact. Contractor must utilize Construction Manager's Construction Administration software to submit RFI's.
17. This Contractor as part of this cost of work will provide all contract documents required by the Contractor for his or his vendor's use.
 18. Contractor shall include the daily removal of debris and broom cleaning of all areas Contractor is actively working in. Dumpsters shall be provided by Construction Manager. Materials placed in dumpsters will be placed in a manner to fully utilize but not to exceed the dumpster capacity.
 19. It is the responsibility of this Contractor to provide a site specific SDS book at the time shop drawings and submittals are submitted. The SDS book shall be clearly labeled with the Contractor's name, the specific project name and location. Further, the contents shall be clearly indexed and contain only materials specifically used on this project.
 20. It is the responsibility of this Contractor to provide reasonable protection to the general public and other on-site personnel during the execution of this scope of work.
 21. This Contractor shall provide protection of work by others during all operations. The costs associated with repair and/or replacement of materials damaged by operations shall be by this Contractor.
 22. Contractor will be responsible for providing and erecting all scaffolding, temporary bracing, and hoisting or conveyance of materials as required for this work.
 23. Contractor shall be responsible for the cost of furnishing and installing safety barriers, covers, etc., and repairing guardrails required for installation of work. The safety measures should be maintained daily. Safety barriers and guardrails must be left in place and removed only after approval from the Construction Manager.
 24. Contractor shall furnish all temporary shoring and bracing that may be required under the scope of this bid. If engineering is required for such bracing or shoring, the cost of such engineering is to be included in this bid package.
 25. All offloading of material for this work is included; Contractor shall coordinate all lay down and staging areas with the project superintendent a minimum of 48 hours in advance of all material deliveries.
 26. All storage and protection of materials will be the responsibility of this Contractor. Storage facilities will not be provided by the Construction Manager. No materials shall be stored on site for more 5 working days without prior consent from the project superintendent.
 27. Limited storage space may be available, but storage space is not guaranteed. The Contractor shall relocate temporary structures, trailers, materials, etc. as often as required to accommodate construction progress.
 28. It is the responsibility of this Contractor to coordinate the execution and sequencing of this work with the Construction Manager project superintendent and with all other trades, through phase planning, pull plan sessions, weekly work plans and daily huddles.
 29. It is the responsibility of this Contractor to give a minimum of 72 hours written notice prior to any disruption to utilities, roadways, or the normal operations of the Owner's facilities.
 30. Contractor is responsible for notifying Construction Manager in writing of any unacceptable substrate conditions. Beginning work by the Contractor constitutes acceptance of the substrate conditions. Any cost to rework or repair unacceptable work as a result of a faulty substrate shall be borne by this Contractor.
 31. Contractor shall coordinate inspection and or testing schedules for this work package with the Construction Manager and third-party inspection agency. Re-testing expenses, as a result of deficient work, will be paid for by the Contractor.
 32. Contractor shall carefully review and comply with all monthly development, detail, durations and updates of the project schedule; Contractors input in the schedule logic are required during scope review of the contract or before first payment to Contractor. Contractor is to furnish manpower and equipment necessary, as required by the project schedule, including interim milestone dates, and to furnish additional crews, equipment, etc. and/or overtime required to maintain the schedule if Contractor falls behind due to their own fault.
 33. The Contractor is responsible for providing the required PPE in all operations on the jobsite per OSHA and state regulations. Specifically, at a minimum, hard hat, safety glasses, proper clothing and boots, high visibility vest, and minimum level 2 gloves. Workers shall wear gloves furnished by the employer at all times on all Construction

Manager construction sites to use for the appropriate hazards such as those from skin absorption of harmful chemicals; protection from lacerations; severe abrasions; punctures; chemical reactions; and temperature extremes. Each PTP shall address the appropriate PPE glove required.

34. Each Contractor shall design and implement a stretch and flex program for their employees with the goal of reducing soft tissue injuries. This program shall be included in the safety submittal prior to starting work on the jobsite. Stretch and Flex activities shall be performed on the jobsite every day before the work activities begin by all employees. Please see the attached sample Stretch and Flex Program that could be used. Please consult with a licensed Physician/Physical Trainer for the most suitable stretches for your work crews.
35. The Contractor should provide their foreman with an iPad, or mobile device, in order to access construction documents maintained by Construction Manager.
36. A dedicated safety professional will be required on site if workforce exceeds 50 people, including 2nd tier Contractors.
37. All contractor employees and any on-site representatives of the contractor shall wear an approved type-II or EN12492 safety helmet. Refer to 5.11.7 Flintco Safety Helmet Policy.

B. Design Assist/Preconstruction Responsibilities:

1. The documents will be issued at Design Development level with subsequent drawing packages to be issued as the drawings and specification progress. The intent of the preconstruction process is for the Contractor to work in partnership with project team to complete the following tasks;
 - a. Develop cost estimate with detailed labor and material breakdowns at design development.
 - b. Participate in biweekly coordination meetings with the Design team and Construction Manager to monitor and assist in design completion of the Construction Documents.
 - c. Contractor will provide monthly estimate updates with milestone overall estimate updates completed at the end of every month between the completion of the design development estimate until the completion of the Construction Documents.
 - d. Participate and develop value analysis strategies and pricing to align/ achieve target value design
 - e. Participate in early procurement strategies and facilitate purchasing, coordination and integration of materials into contract document and critical path schedule.
 - f. Provide shop drawings and product information to be incorporated into the final construction documents.
 - g. Perform constructability reviews
2. The Contractor is aware that if at the completion of the Design Documents, Flintco and the Owner reserve the right to remove this Contractor from the project if an agreeable GMP cannot be reached with no obligation other than the cost of preconstruction services.

C. Plumbing Scope Inclusions:

1. Furnish and install a complete, fully operational, and tested plumbing system in accordance with the Contract Documents. It is the intent and meaning of this bid package that this Contractor provide a plumbing installation that is complete in accordance with the Contract Documents, and that all items and apparatuses necessary, reasonably incidental, or customarily included, even though each and every item is not specifically called out or shown is included. Including;
 - a. Sanitary Sewer
 - b. Domestic Water
 - c. Gas
 - d. Storm Water
 - e. Grease Interceptor

2. Contractor shall coordinate with Fire Suppression subcontractors to provide points of connections.
3. Furnish and install roof drain system including tie-in to site stormwater mains.
4. Furnish and install floor drains
5. Contractor is responsible for all field engineering and layout of Plumbing systems including, but not limited to, line level, grade, and layout for chases, block-outs, niches, and openings. Contractor agrees to layout and dimension the chases, block-outs, niches, and openings required by this Contractor scope of work.
6. Plumbing permits as required by the AHJ.
7. All equipment requiring electric will be coordinated with the electrical engineer and the electrical Contractor.
8. Furnish all VFDs required by this scope. Installation and power by Electrical Contractor.
9. Furnish and install vibration isolation and noise control in accordance with the Contract Documents.
10. Contractor is responsible for monitoring the schedule so as to stay abreast of sleeving for all penetrations (horizontal and vertical). If Contractor fails to sleeve a penetration(s), it will be the Contractor's responsibility to core any concrete; this includes x-ray of slabs or walls, if necessary, protection of adjacent work, etc.
11. Contractor shall provide delivery schedules based upon the Project Schedule.
12. Furnish and install all signage and/or pipe identification as specified or as required by the AHJ.
13. Furnish and install equipment as shown on the Contract Documents, including final connections to equipment furnished by Owner and Others.
14. Furnish and install final connections to food service equipment and residential appliances including valves, drains, RPZ, shut off valves, trim, traps, etc.
15. Contractor shall grout equipment bases as required.
16. Furnish all required systems testing, adjusting, and balancing work in accordance with the Contract Documents including fuel, labor, appliances, etc. required to test the equipment. Coordinate all inspections, including special inspections, with Construction Manager.
17. Contractor is responsible for all pumping of water required for the scope of this bid package.
18. Provide instructional training to Owner's representatives of the plumbing system operation and maintenance.
19. Contractor is responsible for any core holes and structural penetrations required by this bid package. Verify location of core holes with Construction Manager. Contractor will be responsible to protect adjacent surfaces and clean up coring water and debris.
20. Furnish and install all sleeves, rings, fasteners, and covers etc. required to complete the Work of this bid package.
21. Furnish and install pipe wrap insulation and heat trace as specified in the specialties schedule and shown on the Contract Documents.
22. Contractor is to furnish all cosmetic joint sealers as they relate to the Work installed under this bid package.
23. Contractor is responsible for all rough-in and final hook-up of all items requiring plumbing service that are specified in any other section of the specifications, Owner furnished, future work, and /or shown on the drawings.
24. Furnish and install all required access doors required by the work of this bid package that are not specifically shown on the architectural drawings.
25. Furnish and install all fire stopping / fire caulking / fire safing required to complete the work of this bid package.
26. Furnish and install acoustical and cosmetic sealants around above ceiling penetration per Contract Documents.
27. Furnish and install all required miscellaneous metal supports, unistrut, stands, hangers, etc. required to complete the work of this bid package, which is not specifically shown and sized on the Structural Drawings.
28. Furnish and install all exterior and interior gas piping for a complete system per the Contract Documents. Include tie-in and final connections of equipment.
29. Furnish and install grease traps and oil intercepting system as required.
30. Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.

31. Provide submittals as required by the Contract Documents. Include shipping materials direct to Architect's design team.
32. Include multiple mobilizations as required for this scope of work.
33. Contractor to include coordination and shop drawings incorporating mechanical systems in the BIM file format required by the Contract Documents.
34. Furnish and install all mockup construction and details as required by plans and
35. Furnish the required (32) headwall structures in accordance with the contract documents. Provide all connections for a complete system. Coordinate with electricians and framers for final installation.
36. Provide internal power connections as needed within equipment.
37. Coordinate and Install final Med Gas Connection to head wall manifold per Headwall Vendor Shop Drawings.
38. Provide medical gas piping certification as required by contract documents, the owner, and authorities having jurisdiction.
39. Furnish and install all seismic bracing as required by the contract documents and the authorities having jurisdiction.
40. Include all labor and material required to assist with commissioning described in the contract documents

D. Schedule

1. Contractor agrees to fully plan his work in advance, so that material procurement and completion of submittals shall have no adverse impact on the overall project schedule.
2. Include multiple deliveries and mobilizations as required for this scope of work.
3. Work overtime as required to maintain project schedule.

E. Trade Coordination

1. This Contractor shall coordinate with the framing and miscellaneous rough carpentry subcontractor to ensure correct backing / blocking requirements prior to installation.
2. It is the responsibility of this Contractor to coordinate the execution and sequencing of his work with the Flintco project superintendent and with all other trades. Specifically, but not limited to, this Contractor shall coordinate this work with the framing, drywall, paint, flooring and ceiling subcontractors.

F. Quality – Building Information Modeling (BIM)

1. The "Stakeholders" for the project include the Mechanical Contractor, Plumbing Contractor, Electrical Contractor, Fire Protection Contractor, Structural Steel Contractor, Concrete Contractor, Structural Framing Contractor, Glazing Contractor, BAS Controls Contractor, Commissioning Agent, Owner, Engineer, and Architect. The stakeholders proposing on this project will be required to utilize 3D Building Information Modeling (BIM) technology to produce a Component Model to be used for coordination and constructability reviews. Construction Manager will begin the coordination process in partnership with the stakeholders immediately after Issued for Permit documents are released. Stakeholders shall anticipate this process to continue through the completion of As-Builts (as defined by the Contract Documents). BIM will be utilized by Construction Manager, LLC to help communicate challenges associated with constructability, conflict resolution, and phasing of construction

All stakeholders are expected to attend mandatory coordination meetings as directed by Construction Manager, LLC. It is the goal of these coordination meetings that interferences will be resolved. Mandatory attendance is required by all stakeholders during these coordination meetings in order for any clash detections or schedule concerns to be resolved. Once all conflicts have been resolved and the systems have been coordinated, each stakeholder is to provide a fully annotated Component Model of their respective systems in CAD and PDF format for submission to the Architect/Engineer of Record and Owner for review and approval. Upon final revision and approval by the Architect/Engineer of

Record and Owner, the coordination drawings / model will be sign off on by each stakeholder. The Coordinated model and drawings will be available electronically for mobile devices and PC computers. These drawings will form the basis for resolution of any future field installation conflicts. Components not installed where shown on the Coordinated Sign-off Model or installed but not shown, will be relocated by and at the expense of the offending party. Cost for rework, re-coordination, or schedule impact required to accommodate components not shown on or not installed in accordance with the Coordination Sign-off Drawings is to be paid by the party not in compliance.

The stakeholders are required to participate in a strategic effort to incorporate prefabrication into the construction process for this project. Prefabrication meetings will be held, and the stakeholders will be responsible for developing a prefabrication plan to be implemented during construction. The focus of the effort is to increase safety and quality while reducing field manpower requirements. The BIM will be utilized to identify opportunities and assist in the planning of prefabrication.

G. Proposal Deliverables

1. Submission on Work Package #1 Bid Form including General Conditions worksheet and Labor Rate Sheet.
2. Reference Request for Proposal (RFP) Deliverables including Technical Proposal Requirements and Pricing Proposal in format requested.

Bidder agrees, if awarded the contract, to execute an agreement in the form set forth in the Flintco Subcontract to perform the proposed Work for the bid package(s) stated compensation within ten (10) days after the award.

Bidder has no outstanding claims, lawsuits, arbitration proceedings or administrative proceedings by or against the owner or Flintco at this time and is not aware currently of any claims that Bidder may assert against owner or Flintco in the future. Bidder acknowledges and understands that its bid shall be rejected as non-responsive if its representations regarding outstanding or contemplated future claims against the owner or Flintco are untrue.

Submitted by:

Company Name / Corporation / Partnership / Sole Proprietor		Federal ID No.
--	--	----------------

Name	Title	AR State Contractor's License #
------	-------	---------------------------------

Address

City	State	Zip Code
------	-------	----------

Phone Number w/ Area Code	Fax Number w/ Area Code
---------------------------	-------------------------

Email Address

BID PACKAGE #23A MECHANICAL

(In addition to the Specification Sections listed, Bidders will include work from referenced specifications and other work normally associated with this trade whether referenced or not.)

DEFINITIONS OF TERMS

Contractor = Bidder

Construction Manager = Flintco, LLC.

Owner = Mercy

Architect = HFG

Bidders are required to comply with all items included in the Construction Manager's Bid Manual for this project. The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

GENERAL PROJECT SCOPE REQUIREMENTS

Reference Section 4.3.1 of the Bid Manual – as it pertains to this scope of work.

A. General Scope Items:

1. All work is to be consistent with the Contract Documents, local, state and federal laws, specified codes and ordinances. It is incumbent upon this Contractor to meet all local, state, federal and other applicable codes as they pertain to this scope of work.
2. Upon successful award, Contractor shall execute Construction Manager's subcontract **within 10 business days of receipt**. No changes will be allowed to subcontract agreement as provided unless Contractor has labor bargaining agreements already in place which conflict with certain sections, and then Construction Manager will review on a case-by-case basis.
3. General Building Permit will be paid by the Construction Manager. All other required permits/fees will be paid by the Contractor.
4. Each foreman will be issued a security badge for controlled access for loading dock entry and elevator use. It is the contractor's responsibility to provide access to their employees and/or request additional badges from the General Contractor. It is this contractor's responsibility to track all badges in their possession and return to GC when finished.
5. Contractor is responsible for all general and keyed HVAC and Mechanical Piping notes in Contract Documents
6. Contractor shall notify Construction Manager a minimum of 30 days prior to submitting a pay application for offsite stored materials. Offsite stored material shall be stored in a bonded and insured warehouse. The Contractor will be responsible to pay for the owner travel expenses to inspect all offsite material that is stored out of town.
7. This Contractor shall provide qualified personnel under the direction of a full-time superintendent/competent foreman to perform all work in accordance with the project documents and standard industry accepted "best practices" for this work. Superintendent/general foreman shall not be changed anytime during the project without the written consent of the Construction Manager project manager.
8. It is the responsibility of this Contractor to submit to Construction Manager a daily report of work performed on a daily basis. This report will be due by 9:00 a.m. on the business day following any workday. Daily Reports are to be submitted using Construction Manager's Construction Administration software.
9. It is the responsibility of this Contractor to submit to Construction Manager daily Pre-Task Plan (PTP). This report is due by 9:15 a.m. on that business day.
10. It is the responsibility of this Contractor to obtain and incorporate all RFI's, ASI's, Bulletin's, etc. into the work. If there are costs involved with the changes, Construction Manager must be notified in writing within five (5) working days after the information is issued. If notice is not given, the work must be incorporated at no cost.

11. It is the responsibility of this Contractor to update any changes to or deviations from the Contract Documents on the Record Set of documents. As-built updates must be demonstrated to the Construction Manager project manager with each month's application for payment.
12. It is the responsibility of this Contractor to provide emergency phone numbers of at least two (2) persons to Construction Manager prior to commencement of work. Phone numbers must be answered 24-hours day 7 day per week.
13. It is the responsibility of this Contractor to provide correct and accurate documents for closeout manuals and warranty information as required by the Contract Documents. All closeout submittals will be required to be submitted during the submittal phase of the project with the exception of the warranty that will be required 60 days prior to substantial completion.
14. It is the responsibility of this Contractor to gain written approval from Construction Manager's project manager prior to performing any change order work or work that is not included in the base contract documents. Failure to gain written approval may result in non-payment for that work by the Owner.
15. It is the responsibility of this Contractor to inform all employees, and enforce, that the use of any and all tobacco products (smoking or chewing) will be prohibited while on campus.
16. When submitting Requests for Information the Contractor shall also provide a proposed solution. If it is anticipated that the proposed solution and / or answer to the RFI will have cost implications the Contractor shall identify those costs on the RFI. At a minimum the Contractor shall include text within the RFI that costs may be associated depending on the direction given in the response and provide a rough estimate of the potential cost impact. Contractor must utilize Construction Manager's Construction Administration software to submit RFI's.
17. This Contractor as part of this cost of work will provide all contract documents required by the Contractor for his or his vendor's use.
18. Contractor shall include the daily removal of debris and broom cleaning of all areas Contractor is actively working in. Dumpsters shall be provided by Construction Manager. Materials placed in dumpsters will be placed in a manner to fully utilize but not to exceed the dumpster capacity.
19. It is the responsibility of this Contractor to provide a site specific SDS book at the time shop drawings and submittals are submitted. The SDS book shall be clearly labeled with the Contractor's name, the specific project name and location. Further, the contents shall be clearly indexed and contain only materials specifically used on this project.
20. It is the responsibility of this Contractor to provide reasonable protection to the general public and other on-site personnel during the execution of this scope of work.
21. This Contractor shall provide protection of work by others during all operations. The costs associated with repair and/or replacement of materials damaged by operations shall be by this Contractor.
22. Contractor will be responsible for providing and erecting all scaffolding, temporary bracing, and hoisting or conveyance of materials as required for this work.
23. Contractor shall be responsible for the cost of furnishing and installing safety barriers, covers, etc., and repairing guardrails required for installation of work. The safety measures should be maintained daily. Safety barriers and guardrails must be left in place and removed only after approval from the Construction Manager.
24. Contractor shall furnish all temporary shoring and bracing that may be required under the scope of this bid. If engineering is required for such bracing or shoring, the cost of such engineering is to be included in this bid package.
25. All offloading of material for this work is included; Contractor shall coordinate all lay down and staging areas with the project superintendent a minimum of 48 hours in advance of all material deliveries.
26. All storage and protection of materials will be the responsibility of this Contractor. Storage facilities will not be provided by the Construction Manager. No materials shall be stored on site for more 5 working days without prior consent from the project superintendent.
27. Limited storage space may be available, but storage space is not guaranteed. The Contractor shall relocate temporary structures, trailers, materials, etc. as often as required to accommodate construction progress.

28. It is the responsibility of this Contractor to coordinate the execution and sequencing of this work with the Construction Manager project superintendent and with all other trades, through phase planning, pull plan sessions, weekly work plans and daily huddles.
29. It is the responsibility of this Contractor to give a minimum of 72 hours written notice prior to any disruption to utilities, roadways, or the normal operations of the Owner's facilities.
30. Contractor is responsible for notifying Construction Manager in writing of any unacceptable substrate conditions. Beginning work by the Contractor constitutes acceptance of the substrate conditions. Any cost to rework or repair unacceptable work as a result of a faulty substrate shall be borne by this Contractor.
31. Contractor shall coordinate inspection and or testing schedules for this work package with the Construction Manager and third-party inspection agency. Re-testing expenses, as a result of deficient work, will be paid for by the Contractor.
32. Contractor shall carefully review and comply with all monthly development, detail, durations and updates of the project schedule; Contractors input in the schedule logic are required during scope review of the contract or before first payment to Contractor. Contractor is to furnish manpower and equipment necessary, as required by the project schedule, including interim milestone dates, and to furnish additional crews, equipment, etc. and/or overtime required to maintain the schedule if Contractor falls behind due to their own fault.
33. The Contractor is responsible for providing the required PPE in all operations on the jobsite per OSHA and state regulations. Specifically, at a minimum, hard hat, safety glasses, proper clothing and boots, high visibility vest, and minimum level 2 gloves. Workers shall wear gloves furnished by the employer at all times on all Construction Manager construction sites to use for the appropriate hazards such as those from skin absorption of harmful chemicals; protection from lacerations; severe abrasions; punctures; chemical reactions; and temperature extremes. Each PTP shall address the appropriate PPE glove required.
34. Each Contractor shall design and implement a stretch and flex program for their employees with the goal of reducing soft tissue injuries. This program shall be included in the safety submittal prior to starting work on the jobsite. Stretch and Flex activities shall be performed on the jobsite every day before the work activities begin by all employees. Please see the attached sample Stretch and Flex Program that could be used. Please consult with a licensed Physician/Physical Trainer for the most suitable stretches for your work crews.
35. The Contractor should provide their foreman with an iPad, or mobile device, in order to access construction documents maintained by Construction Manager.
36. A dedicated safety professional will be required on site if workforce exceeds 50 people, including 2nd tier Contractors.
37. All contractor employees and any on-site representatives of the contractor shall wear an approved type-II or EN12492 safety helmet. Refer to 5.11.7 Flintco Safety Helmet Policy.

B. Design Assist/Preconstruction Responsibilities:

1. The documents will be issued at Design Development level with subsequent drawing packages to be issued as the drawings and specification progress. The intent of the preconstruction process is for the Contractor to work in partnership with project team to complete the following tasks;
 - a. Develop cost estimate with detailed labor and material breakdowns at design development.
 - b. Participate in biweekly coordination meetings with the Design team and Construction Manager to monitor and assist in design completion of the Construction Documents.
 - c. Contractor will provide monthly estimate updates with milestone overall estimate updates completed at the end of every month between the completion of the design development estimate until the completion of the Construction Documents.
 - d. Participate and develop value analysis strategies and pricing to align/ achieve target value design

- e. Participate in early procurement strategies and facilitate purchasing, coordination and integration of materials into contract document and critical path schedule.
 - f. Provide shop drawings and product information to be incorporated into the final construction documents.
 - g. Perform constructability reviews
2. The Contractor is aware that if at the completion of the Design Documents, Flintco and the Owner reserve the right to remove this Contractor from the project if an agreeable GMP cannot be reached with no obligation other than the cost of preconstruction services.

C. Mechanical Scope Inclusions:

1. Furnish and install a complete, fully operational, tested and balanced HVAC and control systems in accordance with the Contract Documents. It is the intent and meaning of this bid package that this Contractor is to provide the HVAC installation complete in accordance with the Contract Documents, and that all items and apparatuses necessary, reasonably incidental, or customarily included, even though each and every item is not specifically called out or shown is included. All piping will be provided by this Contractor to the extent indicated on Mechanical Drawings.
2. Furnish and install all sleeves and piping in concrete foundations as required for this work in coordination with the Construction Manager, concrete Contractor, site utilities Contractor and electrical Contractor before the foundations are poured. Furnish competent personnel to verify correct placement of all sleeves, block-outs, embeds, etc. during the placement of concrete.
3. Furnish and install all mechanical piping required.
4. Contractor shall thoroughly flush systems as required before making connection to the equipment and placing it into service. Verify all flushing requirements with the owner and Construction Manager.
5. Coordinate rough in and connections to food service equipment and residential appliances as required.
6. Automatic temperature controls including control components and complete control-wiring system in accordance with the Contract Documents.
7. Furnish and install the HVAC insulation as required by the Contract Documents or by the AHJ.
8. Furnish and install all heating and cooling water control valves.
9. Include hook up, piping, equipment, and fixtures, etc. for any mechanical work as noted or indicated on the architectural and structural drawings. Include all condensate drain piping for HVAC equipment as required.
10. Furnish and install all required smoke and fire dampers required by code or AHJ requirements whether shown or not in the Contract Documents. Exclude wiring, conduit, transformers, and connections to fire alarm panel. Coordinate with electrical and fire alarm contractors.
11. Include insulation of all ductwork internal and external as well as piping as required.
12. Coordinate with fire alarm Contractor the duct detector installation. Provide access for fire alarm Contractor to install in-duct detectors as required. Include factory installed duct detectors if available from MFG or specified.
13. Furnish and install all motor starters and/or starter disconnects that are specified as factory installed in the HVAC equipment. Provide non-factory supplied motors and/or starters as required for equipment.
14. Furnish all VFDs required by this scope. Installation and power by Electrical Contractor.
15. Furnish and install all heat tracing on provided systems that is required by the Contract Documents. The power supply, conduit, and wire to point of connection for heat tracing will be by others.
16. Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.
17. Contractor is responsible for all field engineering of HVAC systems including, but not limited to, line level, grade, and layout for chases, block-outs, niches, and openings.

- Contractor agrees to layout and dimension the chases, block-outs, niches, and openings required on Contractor's layout.
18. Mechanical permits as required by the authorities having jurisdiction.
 19. Furnish and install vibration isolation and noise control in accordance with the Contract Documents.
 20. Furnish and install louvers, dampers, and vents for the HVAC system and Generator enclosures as required by the Contract Documents.
 21. Furnish all required mechanical systems testing, adjusting, and balancing work certified in accordance with the Contract Documents. Include balancing of hoods as required by the Contract Documents.
 22. Submit roof jacks, boots and flashing for approval by roofing supplier. Install approved flashing.
 23. Contractor shall furnish and install all required roof curbs and or support stands for mechanical equipment and ductwork as required. Hoisting should be provided for setting of equipment by this contractor.
 24. Furnish and install equipment as shown on the Contract Documents not indicated as specified. Contractor shall be responsible for all miscellaneous accessories or incidental items required for a complete installation.
 25. Contractor shall grout mechanical equipment bases as required.
 26. Furnish all required mechanical systems testing, adjusting, and balancing work in accordance with the Contract Documents including fuel, labor, appliances, etc. required to test the equipment. Coordinate all testing with Construction Manager, including special inspections.
 27. Provide instructional training to Owner's representatives of the mechanical system operation and maintenance as required by the Contract Documents.
 28. Contractor is responsible for any core holes and structural penetrations required by this bid package. Contractor will be responsible to protect adjacent surfaces and clean up coring water and debris.
 29. Furnish and install all signage, valve schedules and/or pipe identification as specified or as required by the authorities having jurisdiction.
 30. Furnish and install all sleeves, rings, fasteners, and covers etc. required to complete the Work of this bid package.
 31. Contractor is to furnish all cosmetic joint sealers as they relate to the Work installed under this bid package.
 32. Furnish and install all fire stopping and sound caulk required to complete the Work of this bid package.
 33. Contractor is responsible for all rough-in and final hook-up of all items requiring mechanical service that are specified in any other section of the specifications, Owner furnished, future work, and/or shown on the drawings.
 34. Contractor shall provide the following:
 - a. Verification of motor rotation for all equipment installed under this agreement.
 - b. All air handling equipment to have filters in compliance with LEED and IAQ specifications. Include "attic stock" as required by design documents. Permanent filters are to be installed at substantial completion.
 - c. All equipment has been inspected, lubricated, adjusted in accordance with manufacturer's policies prior to startup.
 - d. All equipment will be cleaned, and damaged finishes repaired prior to substantial completion.
 - e. All piping (mechanical) will be cleaned and chemically treated prior to placing in service.
 - f. Provide all labeling related to this scope per contract documents.
 - g. Balancing of all rotating mechanical equipment provided under this agreement or provided by others in conjunction with the scope of the work.
 - h. All operation and maintenance data, including test reports shall be hard bound in a format to be determined. At Construction Manager's option, electronic format may be requested.
 - i. All Access doors for work installed, regardless if they are shown or not.

- j. All pipe racks, hanging methods, trapezes, etc. for the Work.
 - k. Pressure testing of all wet and dry systems for leaks.
 - l. Certified welders (welding certificates will be provided to Construction Manager prior to the start of any welding operation).
 - m. Duct detectors and fire dampers, smoke dampers, etc. (low voltage and interlock by this Contractor, line voltage (120v and greater) by electrical Contractor).
 - n. Booster pumps and recirculating pumps as shown for HVAC systems.
 - o. All gauges, petcocks, balancing valves, automatic flow control valves, etc. to properly balance the water systems.
 - p. Provide third party testing and balancing of mechanical systems.
35. Furnish and install all required access doors required by the work of this bid package that are not specifically shown on the architectural drawings.
 36. Furnish and install all required miscellaneous metal supports, unistrut, stands, hangers, etc. required to complete the Work of this bid package, which is not specifically shown and sized on the Structural Drawings.
 37. Contractor is responsible for unloading, material handling, and material distribution for all material installed under this scope of work. Stockpiling building materials shall be carried out in a manner that will not subject the structure to loading that would be detrimental to the design. Loading will be coordinated through the Construction Manager's superintendent and the structural engineer.
 38. Contractor recognizes that any schedule delays attributable to Contractor will require accelerated efforts to recover the Schedule at no cost to the Owner or Construction Manager
 39. It is intended that this Contractor will furnish and securely install all sleeves, thimbles, inserts, and other embedded items as required prior to drywall. All penetrations shall be cut to fit the device within a ¼ inch. This Contractor will be required to patch drywall holes in excess of noted tolerances. Patches shall be flush with adjacent.
 40. Contractor is required to caulk all fixtures once set, provide escutcheons around all pipe penetrations; provide finish trim out of all work.
 41. Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.
 42. Contractor shall be responsible for all expediting costs for material and fixtures if applicable to maintain schedule.
 43. HVAC system is required to be placed in service to move controlled air to allow for finish construction per the contract schedule, it will be this Contractors responsibility to operate these systems. All reasonable efforts and/or methods should be taken to expedite the use of these systems. ALL temporary construction filters and filter medium will be provided by this Contractor to protect the equipment. Prior to final test and balance and final acceptance the equipment and filters will be brought to new condition and the warranties will begin at substantial completion as defined by the Construction Manager. Any extended warranties required to achieve this will be the responsibility of this Contractor.
 44. Coordinate all work with Fire Sprinkler, Electrical and Plumbing Contractors. Ductwork shall have priority in utility spaces. Coordination drawings and attendance at coordination meetings will be required.
 45. Include commissioning requirements in compliance with specifications.
 46. Provide submittals as required by the Contract Documents. Include shipping materials direct to Architect's design team.
 47. Include multiple mobilizations as required for this scope of work.
 48. Furnish and install all mockup construction and details as required by plans and specifications.
 49. Include commissioning requirements in compliance with contract documents.

D. BUILDING AUTOMATION AND AUTOMATIC TEMP CONTROL SYSTEM

1. Furnish and install complete building control/automation system in accordance with the Contract Documents. Including integrations to existing systems as required by owner.

2. Furnish and install the automatic temperature controls including control components, devices, sensors, and complete control-wiring system in accordance with the contract documents.
3. Furnish and install all cabling, connections, miscellaneous steel, unistrut, all-thread rod and accessories required for pipe supports, wall penetrations, floor penetrations and equipment support associated with this Contractor's scope of work.
4. Contractor shall provide all coring as required by the work of this bid package that is not specifically shown on the architectural drawings.
5. Furnish and install specified labels as indicated on the Contract Documents.
6. Furnish and install all sleeves, rings, fasteners, and covers etc. required to complete the work of this bid package.
7. Furnish and install all required access doors required by the work of this bid package that are not specifically shown on the architectural drawings.
8. Furnish and install all fire-stopping, fire sealing, fire caulking and caulking required to complete the scope of work in this bid package.
9. It is the responsibility of this contractor to return the ceilings and adjacent surfaces to the condition in which they were found. Contractor will be responsible for removing ceiling tiles and replacing any damaged tiles to perform the work of their bid package. Contractor shall be responsible for the replacement of any damaged ceiling tiles that are damaged as a result of installation of work contained within this package.
10. Contractor to include all required testing as outlined in the specification including, but not limited to, testing to meet manufacturers recommendations utilizing latest firmware and software, labeling and identification to meet required standards, wire testing, and proper documentation of all testing as outlined in the specification.
11. Contractor to coordinate with Mechanical, Electrical and Equipment trades as required for a complete operational system.
12. Contractor to provide support for testing and balancing as required for a complete operational, commissioned system.
13. Contractor to comply with all commissioning requirements per the Contract Documents.
14. This Contractor will be responsible for facilitating and coordinating with the mechanical and electrical contractors to provide conditioned air during construction for finishes on dates and locations specified by the Construction Manager. Contractor will be responsible for protecting any equipment used to facilitate conditioned air.
15. Contractor shall ensure that all testing is performed and documented in accordance with the specifications.
16. Copies of all test reports shall be submitted to Flintco and the Cx Authority for inclusion in the final Cx Report.
17. Contractor shall provide all closeout documents within 30 days of substantial completion.
18. Contractor shall furnish all attic stock, specified warranties, record documents, maintenance manuals, and close-out procedures as specified by the Contract Documents. Warranty times shall start from the Date of Substantial Completion. In instances where equipment needs to be in temporary operation during construction, it is the responsibility of the Contractor to supply any extended warranties to provide the specified warranty duration following Substantial Completion.
19. Contractor shall provide instructional training to Owner's representatives of the Building Automation System operation and maintenance.
20. Contractor to provide support for testing and balancing as required for a complete operational, commissioned system.

E. Schedule

1. Contractor agrees to fully plan his work in advance, so that material procurement and completion of submittals shall have no adverse impact on the overall project schedule.
2. Include multiple deliveries and mobilizations as required for this scope of work.
3. Work overtime as required to maintain project schedule.

F. Trade Coordination

1. This Contractor shall coordinate with the framing and miscellaneous rough carpentry subcontractor to ensure correct backing / blocking requirements prior to installation.
2. It is the responsibility of this Contractor to coordinate the execution and sequencing of his work with the Flintco project superintendent and with all other trades. Specifically, but not limited to, this Contractor shall coordinate his work with the framing, drywall, paint, flooring and ceiling subcontractors.

G. Quality – Building Information Modeling (BIM)

1. The “Stakeholders” for the project include the Mechanical Contractor, Plumbing Contractor, Electrical Contractor, Fire Protection Contractor, Structural Steel Contractor, Concrete Contractor, Structural Framing Contractor, Glazing Contractor, BAS Controls Contractor, Commissioning Agent, Owner, Engineer, and Architect. The stakeholders proposing on this project will be required to utilize 3D Building Information Modeling (BIM) technology to produce a Component Model to be used for coordination and constructability reviews. Construction Manager will begin the coordination process in partnership with the stakeholders immediately after Issued for Permit documents are released. Stakeholders shall anticipate this process to continue through the completion of As-Builts (as defined by the Contract Documents). BIM will be utilized by Construction Manager, LLC to help communicate challenges associated with constructability, conflict resolution, and phasing of construction

All stakeholders are expected to attend mandatory coordination meetings as directed by Construction Manager, LLC. It is the goal of these coordination meetings that interferences will be resolved. Mandatory attendance is required by all stakeholders during these coordination meetings in order for any clash detections or schedule concerns to be resolved. Once all conflicts have been resolved and the systems have been coordinated, each stakeholder is to provide a fully annotated Component Model of their respective systems in CAD and PDF format for submission to the Architect/Engineer of Record and Owner for review and approval. Upon final revision and approval by the Architect/Engineer of Record and Owner, the coordination drawings / model will be sign off on by each stakeholder. The Coordinated model and drawings will be available electronically for mobile devices and PC computers. These drawings will form the basis for resolution of any future field installation conflicts. Components not installed where shown on the Coordinated Sign-off Model or installed but not shown, will be relocated by and at the expense of the offending party. Cost for rework, re-coordination, or schedule impact required to accommodate components not shown on or not installed in accordance with the Coordination Sign-off Drawings is to be paid by the party not in compliance.

The stakeholders are required to participate in a strategic effort to incorporate prefabrication into the construction process for this project. Prefabrication meetings will be held, and the stakeholders will be responsible for developing a prefabrication plan to be implemented during construction. The focus of the effort is to increase safety and quality while reducing field manpower requirements. The BIM will be utilized to identify opportunities and assist in the planning of prefabrication.

H. Proposal Deliverables

1. Submission on Work Package #1 Bid Form including General Conditions worksheet and Labor Rate Sheet.
2. Reference Request for Proposal (RFP) Deliverables including Technical Proposal Requirements and Pricing Proposal in format requested.

Bidder agrees, if awarded the contract, to execute an agreement in the form set forth in the Flintco Subcontract to perform the proposed Work for the bid package(s) stated compensation within ten (10) days after the award.

Bidder has no outstanding claims, lawsuits, arbitration proceedings or administrative proceedings by or against the owner or Flintco at this time and is not aware currently of any claims that Bidder may assert against owner or Flintco in the future. Bidder acknowledges and understands that its bid shall be rejected as non-responsive if its representations regarding outstanding or contemplated future claims against the owner or Flintco are untrue.

Submitted by:

Company Name / Corporation / Partnership / Sole Proprietor		Federal ID No.
--	--	----------------

Name	Title	AR State Contractor's License #
------	-------	---------------------------------

Address

City	State	Zip Code
------	-------	----------

Phone Number w/ Area Code	Fax Number w/ Area Code
---------------------------	-------------------------

Email Address

BID PACKAGE #26A ELECTRICAL

Specification Sections	Description
DIVISION 21	FIRE SUPPRESSION
DIVISION 22	PLUMBING
DIVISION 23	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
DIVISION 26	ELECTRICAL
260500	COMMON WORK RESULTS FOR ELECTRICAL
260519	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
260533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
260536	CABLE TRAYS FOR ELECTRICAL SYSTEMS
260573	ELECTRICAL SYSTEM PROTECTIVE DEVICE STUDY
260943	NETWORK LIGHTING CONTROLS
262200	LOW-VOLTAGE TRANSFORMERS
262416	PANELBOARDS
262726	WIRING DEVICES
262810	OVERCURRENT PROTECTIVE DEVICES
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS
264313	SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS
265100	BUILDING LIGHTING
DIVISION 27	TELECOMMUNICATIONS
270501	COMMON WORK RESULTS FOR COMMUNICATION SYSTEMS
271200	COMMUNICATIONS INFRASTRUCTURE CABLING
275116	PUBLIC ADDRESS (70-VOLT PAGING SYSTEM)
275314	WIRELESS SYNCHROIZED CLOCK SYSTEM
DIVISION 28	ELECTRONIC SAFETY AND SECURITY
281300	ACCESS CONTROL
282300	VIDEO SURVEILLANCE SYSTEM
284621	ADDRESSABLE FIRE-ALARM SYSTEMS
285500	RF SURVEY FOR EMERGENCY RESPONDER RADIO ANTENNA/REPEATER BDA SYSTEM

(In addition to the Specification Sections listed, Bidders will include work from referenced specifications and other work normally associated with this trade whether referenced or not.)

DEFINITIONS OF TERMS

Contractor = Bidder

Construction Manager = Flintco, LLC.

Owner = Mercy

Architect = HFG

Bidders are required to comply with all items included in the Construction Manager's Bid Manual for this project. The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

GENERAL PROJECT SCOPE REQUIREMENTS

Reference Section 4.3.1 of the Bid Manual – as it pertains to this scope of work.

A. General Scope Items:

1. All work is to be consistent with the Contract Documents, local, state and federal laws, specified codes and ordinances. It is incumbent upon this Contractor to meet all local, state, federal and other applicable codes as they pertain to this scope of work.
2. Upon successful award, Contractor shall execute Construction Manager's subcontract **within 10 business days of receipt**. No changes will be allowed to subcontract agreement as provided unless Contractor has labor bargaining agreements already in place which conflict with certain sections, and then Construction Manager will review on a case-by-case basis.
3. General Building Permit will be paid by the Construction Manager. All other required permits/fees will be paid by the Contractor.
4. Each foreman will be issued a security badge for controlled access for loading dock entry and elevator use. It is the contractor's responsibility to provide access to their employees and/or request additional badges from the General Contractor. It is this contractor's responsibility to track all badges in their possession and return to GC when finished.
5. Each foreman will be issued a security badge for controlled access for loading dock entry and elevator use. It is the contractor's responsibility to provide access to their employees and/or request additional badges from the General Contractor. It is this contractor's responsibility to track all badges in their possession and return to GC when finished.
6. Contractor shall notify Construction Manager a minimum of 30 days prior to submitting a pay application for offsite stored materials. Offsite stored material shall be stored in a bonded and insured warehouse. The Contractor will be responsible to pay for the owner travel expenses to inspect all offsite material that is stored out of town.
7. This Contractor shall provide qualified personnel under the direction of a full-time superintendent/competent foreman to perform all work in accordance with the project documents and standard industry accepted "best practices" for this work. Superintendent/general foreman shall not be changed anytime during the project without the written consent of the Construction Manager project manager.
8. It is the responsibility of this Contractor to submit to Construction Manager a daily report of work performed on a daily basis. This report will be due by 9:00 a.m. on the business day following any workday. Daily Reports are to be submitted using Construction Manager's Construction Administration software.
9. It is the responsibility of this Contractor to submit to Construction Manager daily Pre-Task Plan (PTP). This report is due by 9:15 a.m. on that business day.
10. It is the responsibility of this Contractor to obtain and incorporate all RFI's, ASI's, Bulletin's, etc. into the work. If there are costs involved with the changes, Construction Manager must be notified in writing within five (5) working days after the information is issued. If notice is not given, the work must be incorporated at no cost.
11. It is the responsibility of this Contractor to update any changes to or deviations from the Contract Documents on the Record Set of documents. As-built updates must be demonstrated to the Construction Manager project manager with each month's application for payment.
12. It is the responsibility of this Contractor to provide emergency phone numbers of at least two (2) persons to Construction Manager prior to commencement of work. Phone numbers must be answered 24-hours day 7 day per week.
13. It is the responsibility of this Contractor to provide correct and accurate documents for closeout manuals and warranty information as required by the Contract Documents. All closeout submittals will be required to be submitted during the submittal phase of the project with the exception of the warranty that will be required 60 days prior to substantial completion.

14. It is the responsibility of this Contractor to gain written approval from Construction Manager's project manager prior to performing any change order work or work that is not included in the base contract documents. Failure to gain written approval may result in non-payment for that work by the Owner.
15. It is the responsibility of this Contractor to inform all employees, and enforce, that the use of any and all tobacco products (smoking or chewing) will be prohibited while on campus.
16. When submitting Requests for Information the Contractor shall also provide a proposed solution. If it is anticipated that the proposed solution and / or answer to the RFI will have costs implications the Contractor shall identify those costs on the RFI. At a minimum the Contractor shall include text within the RFI that costs may be associated depending on the direction given in the response and provide a rough estimate of the potential cost impact. Contractor must utilize Construction Manager's Construction Administration software to submit RFI's.
17. This Contractor as part of this cost of work will provide all contract documents required by the Contractor for his or his vendor's use.
18. Contractor shall include the daily removal of debris and broom clean of all areas Contractor is actively working in. Dumpsters shall be provided by Construction Manager. Materials placed in dumpster will be placed in a manner to fully utilize but not to exceed the dumpster capacity.
19. It is the responsibility of this Contractor to provide a site specific SDS book at the time shop drawings and submittals are submitted. The SDS book shall be clearly labeled with the Contractor's name, the specific project name and location. Further, the contents shall be clearly indexed and contain only materials specifically used on this project.
20. It is the responsibility of this Contractor to provide reasonable protection to the general public and other on-site personnel during the execution of this scope of work.
21. This Contractor shall provide protection of work by others during all operations. The costs associated with repair and/or replacement of materials damaged by operations shall be by this Contractor.
22. Contractor will be responsible for providing and erecting all scaffolding, temporary bracing, and hoisting or conveyance of materials as required for this work.
23. Contractor shall be responsible for the cost of furnishing and installing safety barriers, covers, etc., and repairing guardrails required for installation of work. The safety measures should be maintained daily. Safety barriers and guardrails must be left in place and removed only after approval from the Construction Manager.
24. Contractor shall furnish all temporary shoring and bracing that may be required under the scope of this bid. If engineering is required for such bracing or shoring, the cost of such engineering is to be included in this bid package.
25. All offloading of material for this work is included; Contractor shall coordinate all lay down and staging areas with the project superintendent a minimum of 48 hours in advance of all material deliveries.
26. All storage and protection of materials will be the responsibility of this Contractor. Storage facilities will not be provided by the Construction Manager. No materials shall be stored on site for more 5 working days without prior consent from the project superintendent.
27. Limited storage space may be available, but storage space is not guaranteed. The Contractor shall relocate temporary structures, trailers, materials, etc. as often as required to accommodate construction progress.
28. It is the responsibility of this Contractor to coordinate the execution and sequencing of this work with the Construction Manager project superintendent and with all other trades, through phase planning, pull plan sessions, weekly work plans and daily huddles.
29. It is the responsibility of this Contractor to give a minimum of 72 hours written notice prior to any disruption to utilities, roadways, or the normal operations of the Owner's facilities.
30. Contractor is responsible for notifying Construction Manager in writing of any unacceptable substrate conditions. Beginning work by the Contractor constitutes acceptance of the substrate conditions. Any cost to rework or repair unacceptable work as a result of a faulty substrate shall be borne by this Contractor.
31. Contractor shall coordinate inspection and or testing schedules for this work package with the Construction Manager and third-party inspection agency. Re-testing expenses, as a result of deficient work, will be paid for by the Contractor.

32. Contractor shall carefully review and comply with all monthly development, detail, durations and updates of the project schedule; Contractors input in the schedule logic are required during scope review of the contract or before first payment to Contractor. Contractor is to furnish manpower and equipment necessary, as required by the project schedule, including interim milestone dates, and to furnish additional crews, equipment, etc. and/or overtime required to maintain the schedule if Contractor falls behind due to their own fault.
33. The Contractor is responsible for providing the required PPE in all operations on the jobsite per OSHA and state regulations. Specifically, at a minimum, hard hat, safety glasses, proper clothing and boots, high visibility vest, and minimum level 2 gloves. Workers shall wear gloves furnished by the employer at all times on all Construction Manager construction sites to use for the appropriate hazards such as those from skin absorption of harmful chemicals; protection from lacerations; severe abrasions; punctures; chemical reactions; and temperature extremes. Each PTP shall address the appropriate PPE glove required.
34. Each Contractor shall design and implement a stretch and flex program for their employees with the goal of reducing soft tissue injuries. This program shall be included in the safety submittal prior to starting work on the jobsite. Stretch and Flex activities shall be performed on the jobsite every day before the work activities begin by all employees. Please see the attached sample Stretch and Flex Program that could be used. Please consult with a licensed Physician/Physical Trainer for the most suitable stretches for your work crews.
35. The Contractor should provide their foreman with an iPad, or mobile device, in order to access construction documents maintained by Construction Manager.
36. A dedicated safety professional will be required on site if workforce exceeds 50 people, including 2nd tier Contractors.
37. All contractor employees and any on-site representatives of the contractor shall wear an approved type-II or EN12492 safety helmet. Refer to 5.11.7 Flintco Safety Helmet Policy.

B. Design Assist/Preconstruction Responsibilities:

1. The documents will be issued at Design Development level with subsequent drawing packages to be issued as the drawings and specification progress. The intent of the preconstruction process is for the Contractor to work in partnership with project team to complete the following tasks;
 - i. Develop cost estimate with detailed labor and material breakdowns at design development.
 - ii. Participate in biweekly coordination meetings with the Design team and Construction Manager to monitor and assist in design completion of the Construction Documents.
 - iii. Contractor will provide monthly estimate updates with milestone overall estimate updates completed at the end of every month between the completion of the design development estimate until the completion of the Construction Documents.
 - iv. Participate and develop value analysis strategies and pricing to align/ achieve target value design
 - v. Participate in early procurement strategies and facilitate purchasing, coordination and integration of materials into contract document and critical path schedule.
 - vi. Provide shop drawings and product information to be incorporated into the final construction documents.
 - vii. Perform constructability reviews
2. The Contractor is aware that if at the completion of the Design Documents, Flintco and the Owner reserve the right to remove this Contractor from the project if an agreeable GMP cannot be reached with no obligation other than the cost of preconstruction services.

C. Scope Inclusions:

1. Furnish and install a complete, fully operational, and tested electrical system in accordance with the Contract Documents, the National Electric Code, and all AHJ. It is

the intent and meaning of the Contract Documents that this Contractor provide an electrical system installation that is complete and all items and apparatuses necessary, reasonably incidental, or customarily included, even though each and every item is not specifically called out or shown.

2. Contractor is responsible for all general and keyed lighting, power, communications, and Safety/Security notes in Contract Documents.
3. Furnish and install all underground electric, conduit, underground telephone, underground TV, fiber optic, and quazite boxes, as required by the Contract Documents.
4. Furnish and install conduit, boxes and power supply for all telephone/data, TV, access control, HVAC controls, security, and fire alarm raceway and wiring systems, structured cabling, public address and music system, intercom system, and power for Ethernet access controllers including all items and apparatuses necessary, reasonably incidental, or customarily included, even though each and every item is not specifically called out or shown.
5. All light fixtures complete with lenses, supports, brackets and standards for mounting light fixtures, and all wiring and conduit required to complete the electrical system shown on the Architectural and Electrical drawings. If a fixture is specified to be a dimmable fixture, this fixture shall be furnished complete with dimming module, dimming control cable, programming, etc. to affect a dimmable assembly. Note: where Owner furnished, this Contractor to coordinate delivery, storage, and handling.
6. Provide power connection to all ADA door, access-controlled doors, and powered door locations, including raceway for low voltage wiring to controller, door hardware, and push button/card swipe. Verify devices needing power with the door hardware schedule.
7. It is the responsibility of this Contractor to coordinate with the Millwork Contractor to provide all raceways, power, and control wiring for items supplied by the Millwork Contractor but installed under this scope of work.
8. Contractor shall provide power and connections necessary for proper operation of all mechanical, fire sprinkler, plumbing, laundry, food service and other equipment, including but not limited to power wiring, conduit, outlets, disconnect switches, motor control centers, motor starters, plumbing fixtures, final connections and terminations, unless otherwise indicated in this scope of work. All variable frequency drives are to be furnished and started up by others, with all installation, wiring and terminations provided by this Contractor. Contractor shall coordinate work with all other Contractors, vendors and the documents. VFD wiring, mounting and terminations include power only. All BMS/Mechanical control (low voltage) wiring, and terminations are excluded.
9. All power wiring and equipment necessary to interface with fire alarm/life safety system and devices, including but not limited to HVAC equipment, security panels, fire/smoke dampers, duct smoke detectors, fire sprinkler and fire suppressions systems, vertical transportation equipment, emergency power system, electrified hardware and devices furnished by others, motorized doors, etc.
10. Verify power requirements for all equipment in approved submittals.
11. Furnish and install control components and complete control-wiring system in accordance with the Contract Documents.
12. Furnish and install all cable tray and conduit as required by the Contract Documents.
13. Coordinate rough in and connections to food service equipment and residential appliances. Final electrical connections for this equipment is by this contractor.
14. Furnish and install all required acoustical and fire rated outlet backer pads as required.
15. Contractor shall furnish and install a complete exterior site, landscaping, and building lighting system, including but not limited to all underground conduit, rough-in, wiring, fixtures, boxes, and miscellaneous accessories required. Provide material for anchor bolts and templates for light pole standards but exclude installation. Concrete bases for light poles installed by others. Include lighting under the exterior walkways and canopies.
16. Furnish and install power, including conduit and wiring, for the exterior signage, fountains and site amenities as shown on the Contract Documents
17. Provide a schedule and coordinate all electrical interruptions to existing service with the Construction Manager and Owner and do not proceed without written permission.
18. Furnish and Install site Landscape Building Power, Security, and ADA Pedestals as indicated.

19. All electrical work including temporary power and lighting, normal power and lighting, emergency power and lighting, conditioned power, raceways and wire for specialty systems, telephone, and data.
20. Electrical rough in, wiring, conduit and final connections to all equipment, specialties, door hardware, furnishings, interconnection wiring, and motors furnished under other sections of the Contract specifications including but not limited to overhead doors, automatic door openers, projection screens, appliances, etc.
21. Contractor shall protect all light fixtures, equipment, and material from damage, weather, dust and dirt during construction period. No compensation will be provided for repair or replacement of materials or equipment due to inadequate protection on the part of this Contractor.
22. Contractor responsible for installation of all light fixtures whether supplied by this contractor or Owner.
23. Exclude HVAC control wiring. Install all conduit for HVAC control wiring.
24. Furnish and install all power for HVAC controls systems
25. Furnish and install all electrical systems identification including color-coding, stencils, labels, tags, etc., required by the Contract Documents or the Authorities having jurisdiction.
26. Electrical systems testing and load balancing in accordance with the Contract Documents and Authorities having jurisdiction.
27. Contractor shall provide access doors as indicated in the Contract Documents and/or as needed to access installed work to be installed by this Contractor. Contractor shall coordinate access door locations with Construction Manager and receive written approval prior to rough-in of systems. All access doors shall meet or exceed the fire rating of the assembly in which they are installed.
28. Contractor shall coordinate all work with other contractors including, but not limited to: Provide temporary power requirements for construction operations, including permanent equipment used for temporary conditioned air. Temporary electric power and lighting conforming to OSHA standards, sized and located adequately for use by all trades. Coordinate with the framing and miscellaneous carpentry contractor to ensure correct backing / blocking requirements prior to installation.
29. Contractor shall be responsible for layout and installing penetrations as required for all systems included in the Subcontract. This shall include, but not be limited to, block-outs, sleeves, drilling, etc. and shall include safing of all penetrations (e.g. firestopping, smoke sealing, acoustical sealing, etc.) as required by the Contract Documents including structural notes. Contractor is responsible for repair of any surfaces where penetrations/sleeves where not located or installed correctly.
30. Grout all floor boxes as necessary for a complete installation.
31. Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.
32. Contractor shall install all rough-in and raceway systems in a neat and professional manner at all locations. Systems shall always be concealed except in mechanical and electrical rooms, or as allowable by the Contract Documents.
33. Contractor will clean all scope related work in areas with exposed ceilings to make ready for paint.
34. Contractor responsible for all work associated with the Nurse Call system that is not "by others". This includes, but is not limited to the TV with nurse call connection, nurse call connections at toilet/shower locations, and at all headwall locations.
35. Contractor responsible for all raceways, conduit, wiring, and connections required for a fully functioning Nurse Station as called out in the contract documents.
36. Include commissioning requirements in compliance with Contract Documents.
37. Furnish and install power wiring, conduit and hook up of toilet sensors/automatic flush valves.
38. Furnish and install power wiring, conduit, and hook up of window treatments and roller shades as required.
39. Furnish and install power wiring, conduit, and hook up of magnetic door holders.

ADDRESSABLE FIRE ALARM SYSTEM

1. Furnish and install complete fire alarm system in accordance with the Contract Documents.
2. Furnish and install all duct detectors and alarm wiring as shown on the Contract Documents. Coordinate with the mechanical contractor for installation. Exclude duct detectors that are factory installed with the mechanical equipment as specified.
3. Furnish and install all conduit, wiring, transformers, and connections to fire alarm panel for the smoke and fire dampers.
4. Furnish and install specified labels as indicated on the Contract Documents.
5. Furnish and install all sleeves, rated cabling, rings, fasteners, and covers etc. required to complete the work of this bid package.
6. Coordinate with food service and residential appliances as required.

AUDIO VISUAL

1. Furnish and install all equipment, speakers, cable, components, mounts, and accessories necessary to complete the audio video system per the intent of the Contract Documents.
2. Contractor is to furnish sleeving and plenum rated cables as may be required per the Contract Documents.
3. Where there is no ladder rack, workstation cabling must be supported by a using the cable support product provided or adding additional cable support every 5 feet where needed. All cable is to be neatly dressed into its termination point. In certain areas workstation cabling to modular furniture groups will be fed from the floor below.
4. Wall mounted equipment racks are to be securely mounted and grounded. Any sleeves or conduit penetrations must be fire stopped subsequent to cable installation.
5. Manufacturer's product specification sheets must be submitted for every product to be used.
6. All workstation, copper and fiber distribution cables, workstation outlets, patch panels and punch blocks must be clearly labeled in accordance with the labeling specifications.
7. Only machine generated labels will be accepted.
8. Contractor to provide testing for a complete and operational Audio video system.
9. All cable paths shall run in such a fashion as to avoid any light fixtures or other devices which might produce transient EM or PF "noise" by a minimum of 18". All cable will be pulled through provided hooks and installed rings.
10. All cables must be pulled in such a manner as to avoid loops, kinks, and excess slack and shall be supported above the ceiling.
11. A tension of no greater than 25 lbf shall be placed on the cable during pulling.
12. All apparatus in closets shall be secured in such a fashion as to accommodate equipment and maintain a relative amount of security as deemed necessary by the Network Administrator.
13. Any service slack shall be located in ceilings and secured per the Contract Documents.
14. Contractor shall apply for, pick-up, and pay for any permits related to their work. The building permit will be provided by others. In addition, Contractor will include any overtime inspection fees as necessary
15. Contractor shall meet all system grounding requirements.
16. Contractor shall provide their own layout.
17. Submit for approval any methods proposed to use to attach their work to, or support it from, the structure or other work.
18. Provide independent supports for all audio video work. Paint own support wires before installation to identify them as being for your use only (other Contractors will do the same).
19. Provide field layout of all penetrations, and all other work that passes through walls by the schedule start date for wall framing in the related areas if they are not already installed.
20. In addition to electrical audio video drawings, see architectural and technology drawings for all required quantities and types of outlets, fixtures, etc. for scope of work. Allow for greater quantity.

21. In wall blocking for equipment and mounts provided by others. Coordinate blocking locations with other Contractors accordingly.
22. Submit final shop drawings reflecting the results of space coordination with other Contractors.
23. Contractor shall identify in their shop drawings any elements of work which will have to be left out until the final pieces of their work are installed or shall break down and reassemble their work as required or make other arrangements at their cost.
24. Contractors shall coordinate their work with each other to allow installation of all exposed work in coordinated symmetrical patterns, or to comply with architectural reflected ceiling plans.
25. Except as otherwise specifically noted in the Contract Documents, Contractor shall provide rough-in and final connections, as appropriate to their trade, for work installed by other Contractors and Owner. Where appropriate, equipment is to be placed near its final location for final connections by Contractor, and then set in its permanent location, leveled, etc., by Contractor furnishing and installing that equipment.
26. Identify cables and/or conductors by point numbers at each cable end.
27. Cable to be installed in an orderly and uniform fashion, tie-wrapped together and in such a manner to permit ease of access for maintenance and testing.
28. Provide secure wire terminations and splices.
29. Provide independent supports for all security work.
30. Contractor will be responsible for protection of ceiling grid system when performing above-ceiling work and pulling wires.
31. Furnish proper grounding of cabling and devices to achieve maximum signal-to-noise ratios.
32. Contractor is responsible for all sound attenuation or insulation requirements for its work shown or specified in the Contract Documents.
33. Test and troubleshoot all work prior to punchlist.
34. Contractor shall submit for approval a proposed program for training Owner's authorized agent(s) in the operation and maintenance of the work. Such program shall be in conformance with the Contract Documents and shall involve Contractor's and/or manufacturer's personnel as specified.
35. There will be designated field representatives with complete responsibility for their work scope, including crew sizes, scheduling, punchlist, etc.

TELECOMMUNICATIONS SYSTEMS

1. Contractor is to furnish and install a complete structured cabling system per the Contract Documents including but not limited to structured cabling, access controls, telecommunications, and communications.
2. Furnish and install all equipment, cable, components, and accessories necessary to complete cable work, including fiber optic, copper cable, hangers, patch panels, connectors, conduit, cable trays (not specifically called out as by others), ladder racks, CAT 6E inserts, faceplates, jacks, terminations, etc. per the intent of the Contract Documents.
3. Contractor is to furnish sleeving and plenum rated cables as may be required per the Contract Documents.
4. The Contractor shall provide and install all copper cable, connectors, patch panels, patch cables, racks, punch blocks and associated hardware required to supply a complete cable plant, as defined in the Contract Documents.
5. All cable, connectors, patch panels, punch blocks, equipment, and racks shall be installed in accordance with manufacturer's specifications.
6. Where there is no ladder rack, workstation cabling must be supported by a using the cable support product provided or adding additional cable support every 5 feet where needed. All cable is to be neatly dressed into its termination point. In certain areas workstation cabling to modular furniture groups will be fed from the floor below.
7. Free standing equipment racks are to be securely mounted to the floor and grounded. Any sleeves or conduit penetrations must be fire stopped subsequent to cable installation.

8. Workstation outlets will be installed into surface boxes at modular furniture stations and into the drywall in hard wall offices. It is the Contractor's responsibility to provide and install a box eliminator in the offices where an electrical back box does not exist.
9. As-built drawings are to be provided showing cable path and workstation outlet numbers with closet and port numbers.
10. Category 6E certification tests results are to be supplied in a format that can be read by any standard word processor or spreadsheet.
11. Manufacturer's product specification sheets must be submitted for every product to be used in this cable plant.
12. All workstation, copper and fiber distribution cables, workstation outlets, patch panels and punch blocks must be clearly labeled in accordance with the labeling specifications.
13. Only machine generated labels will be accepted.
14. Provide and install UPS as required by design documents.
15. Data work excludes switches, hubs, and routers, servers, workstations & printers.
16. Contractor to provide testing for a complete and operational network system.
17. All cable paths shall run in such a fashion as to avoid any light fixtures or other devices which might produce transient EM or PF "noise" by a minimum of 18". All cable will be pulled through provided hooks and installed rings.
18. All cables must be pulled in such a manner as to avoid loops, kinks, and excess slack and shall be supported above the ceiling.
19. A tension of no greater than 25 lbf shall be placed on the cable during pulling.
20. All apparatus in closets shall be secured in such a fashion as to accommodate equipment and maintain a relative amount of security as deemed necessary by the Network Administrator.
21. Any service slack shall be located in ceilings and secured
22. All cables, workstation outlets and patch panels shall be labeled in accordance with the following procedure: Cables: Within 12" of termination point, Workstations: On paper insert provided with wall plate. Patch panels: On space provided on patch panels, Icons: As instructed by the Network Administrator.
23. Furnish and install all equipment, and accessories necessary to complete intercom work.
24. Testing for a complete and operational intercom system.
25. Contractor shall apply for, pick-up, and pay for any permits related to their work. The building permit will be provided by others. In addition, Contractor will include any overtime inspection fees as necessary
26. Contractor shall meet all system grounding requirements.
27. Submit for approval any methods proposed to use to attach their work to, or support it from, the structure or other work.
28. Provide independent supports for all low voltage work. Paint own support wires before installation to identify them as being for your use only (other Contractors will do the same).
29. Provide field layout of all penetrations, and all other work that passes through walls by the schedule start date for wall framing in the related areas if they are not already installed.
30. In addition to electrical and technology drawings, see architectural drawings for all required quantities and types of data outlets, fixtures, etc. Allow for greater quantity.
31. Submit final shop drawings reflecting the results of space coordination with other Contractors.
32. Contractor shall identify in their shop drawings any elements of work which will have to be left out until the final pieces of their work are installed or shall break down and reassemble their work as required or make other arrangements at their cost.
33. Contractors shall coordinate their work with each other to allow installation of all exposed work in coordinated symmetrical patterns, or to comply with architectural reflected ceiling plans.
34. Except as otherwise specifically noted in the Contract Documents, Contractor shall provide rough-in and final connections, as appropriate to their trade, for work installed by other Contractors and Owner. Where appropriate, equipment is to be placed near its final location for final connections by Contractor, and then set in its permanent location, leveled, etc., by Contractor furnishing and installing that equipment.

35. Identify cables and/or conductors by point numbers at each cable end.
36. Cable to be installed in an orderly and uniform fashion, tie-wrapped together and in such a manner to permit ease of access for maintenance and testing.
37. Provide secure wire terminations and splices.
38. Provide independent supports for all security work.
39. Contractor will be responsible for protection of ceiling grid system when performing above-ceiling work and pulling wires.
40. Furnish proper grounding of cabling and devices to achieve maximum signal-to-noise ratios.
41. Coordinate size, number and routing of all raceways with Security Consultant.
42. Contractor is responsible for all sound attenuation or insulation requirements for its work shown or specified in the Contract Documents.
43. Penetrations shall be furnished and installed by Contractor. Sealing of floor, wall and ceiling penetrations as required by the Contract Documents and/or regulatory agencies, whichever is stricter.
44. Test and troubleshoot all work prior to punchlist.
45. Contractor shall submit for approval a proposed program for training Owner's authorized agent(s) in the operation and maintenance of the work. Such program shall be in conformance with the Contract Documents and shall involve Contractor's and/or manufacturer's personnel as specified.
46. There will be designated field representatives with complete responsibility for their work scope, including crew sizes, scheduling, punchlist, etc.
47. Installation of Wireless Access Points

SECURITY

1. Access Control system including control system, hardware, power supply modules, wiring, card readers, intercoms, keypads, turnstiles. and installation for a complete operation system.
2. Security systems monitoring and controls
3. Intrusion detection system
4. Video surveillance system

GENERAL SCOPE OF WORK (applies to all systems)

1. Contractor is responsible for all raceways to be in place prior to by covered by sheetrock.
2. All field engineering for this Contract including, but not limited to line, level, and layout for electrical systems; chases; block-outs; and openings.
3. Furnish and install all miscellaneous steel, unistrut, all-thread rod and accessories required for pipe supports, wall penetrations, floor penetrations and equipment support associated with this Contractor's scope of work.
4. Provide instructional training to Owner's representatives of the electrical system operation and maintenance.
5. Furnish and install all access panels and doors required for access to the work of this Contract. Contractor will provide layout information and furnish panels prior to the framing for openings.
6. Furnish and install all sleeves, thimbles, inserts, and other embedded items required to complete the installation, including sleeves with waterproofing for installation passing through waterproofing or damp proofing areas and flashing/ pitch pockets through roof areas required to complete the Work of this bid package.
7. Contractor shall be responsible for all expediting costs for material and fixtures if applicable to maintain schedule.
8. All sleeves and /or core drilling required to install the work of this Contract.
9. Furnish and install fire stopping, fire sealing, and caulking of the work of this bid package.
10. Furnish and install acoustical and cosmetic sealants around above ceiling penetration per Contract Documents.
11. All ceiling heights are to be maintained per the Contract Documents. The Contractor shall coordinate all above ceiling work with the work of other trades to ensure the ceiling

- heights are met for the remainder of the work. Prior to installation of work, this Contractor shall coordinate a meeting with affected above ceiling trades to coordinate the dimensioned location of his work and the work of other trades to ensure above ceiling systems are routed and coordinated as required to fit in available spaces.
12. Furnish and install all components for a complete communication system as required by the Contract Documents.
 13. Furnish and install all components for a complete Electronic Safety and Security system as required by the Contract Documents.
 14. Coordinate and make final connections and /or install Owner-furnished equipment.
 15. Provide submittals, shop drawings and samples as required by the Contract Documents. Include material shipping direct to Architect's design review team.
 16. It is the responsibility of this contractor to return the ceilings and adjacent surfaces to the condition in which they were found. Contractor will be responsible for removing ceiling tiles and replacing any damaged tiles to perform the work of their bid package. Contractor shall be responsible for the replacement of any damaged ceiling tiles that are damaged as a result of installation of work contained within this package.
 17. Contractor to include all required testing as outlined in the specification including, but not limited to, testing to meet manufacturers recommendations utilizing latest firmware and software, labeling and identification to meet required standards, wire testing, and proper documentation of all testing as outlined in the specification.
 18. Provide boom lifts, scissor lifts, scaffolds, ladders, etc., as required to access your work.
 19. Contractor shall provide any anchors, embedment's, miscellaneous iron, supports, bracing, etc., required for their work unless shown on the structural drawings. Any calculations required are to be done by a registered engineer.
 20. Contractor shall provide temporary protection of their work from weather, dust, etc., until final acceptance.
 21. Installation of work in more than one area at a time may be required.
 22. Allow for any costs associated with expediting and special freight for the delivery of all equipment per the construction schedule.
 23. Contractor shall familiarize themselves with the requirements of other Contractors and shall coordinate their work with others to provide the best possible combined installation.
 24. Contractor shall identify on their shop drawings any work that, by code requires rated enclosures but are not shown and provided for on the contract drawings. Such enclosures shall be provided by others. Any out of sequence costs incurred due to Contractor's failure to question or identify potential missing enclosures will be the Contractor's responsibility.
 25. Prior to layout of core walls by others, Contractor shall coordinate their in-wall rough-in and support requirements with the wall types specified and shall advise the Construction Manager in writing of any dimensional or structural support discrepancies; otherwise, Contractor shall be responsible for costs to revise the work, including reframing, etc.
 26. Remove all markings from exposed concrete floors used to layout work covered under this contract.
 27. Remove all packaging and labels.
 28. Final cleaning of exposed surfaces.
 29. Provide all cleanup of your work daily and remove all debris offsite.
 30. Include multiple mobilizations as required for this scope of work.
 31. Turn over to Mechanical Contractor all items, which are specified to be furnished by this Contractor and installed by the mechanical trades.
 32. Provide submittals, shop drawings, product data, samples, etc. as required by the Contract Documents. Include shipping direct to Architect's design review team.
 33. Coordinate with Mechanical contractor on ICU headwall installation. Provide all powered connections as required per Headwall vendor Shop Drawings.
 34. Include multiple mobilizations as required for this scope of work.
 35. Furnish and install all mockup construction and details as required by plans and specifications.
 36. Furnish and Install Medical Gas Alarm Wiring

37. Contractor is required to coordinate with the medical equipment vendors and their shop drawings to provide power and data to have a fully functioning piece of medical equipment.
38. Furnish and install all electrical connections and final power hook-ups required for the equipment, specialties and appliances provided by others including foodservice equipment, laboratory casework, medical equipment, Owner furnished equipment and appliances.

D. Schedule

1. Contractor agrees to fully plan his work in advance, so that material procurement and completion of submittals shall have no adverse impact on the overall project schedule.
2. Include multiple deliveries and mobilizations as required for this scope of work.
3. Work overtime as required to maintain project schedule.

E. Trade Coordination

1. This Contractor shall coordinate with the framing and miscellaneous rough carpentry subcontractor to ensure correct backing / blocking requirements prior to installation.
2. It is the responsibility of this Contractor to coordinate the execution and sequencing of his work with the Flintco project superintendent and with all other trades. Specifically, but not limited to, this Contractor shall coordinate his work with the framing, drywall, paint, flooring and ceiling subcontractors.

F. Quality – Building Information Modeling (BIM)

1. The “Stakeholders” for the project include the Mechanical Contractor, Plumbing Contractor, Electrical Contractor, Fire Protection Contractor, Structural Steel Contractor, Concrete Contractor, Structural Framing Contractor, Glazing Contractor, BAS Controls Contractor, Commissioning Agent, Owner, Engineer, and Architect. The stakeholders proposing on this project will be required to utilize 3D Building Information Modeling (BIM) technology to produce a Component Model to be used for coordination and constructability reviews. Construction Manager will begin the coordination process in partnership with the stakeholders immediately after Issued for Permit documents are released. Stakeholders shall anticipate this process to continue through the completion of As-Builts (as defined by the Contract Documents). BIM will be utilized by Construction Manager, LLC to help communicate challenges associated with constructability, conflict resolution, and phasing of construction

All stakeholders are expected to attend mandatory coordination meetings as directed by Construction Manager, LLC. It is the goal of these coordination meetings that interferences will be resolved. Mandatory attendance is required by all stakeholders during these coordination meetings in order for any clash detections or schedule concerns to be resolved. Once all conflicts have been resolved and the systems have been coordinated, each stakeholder is to provide a fully annotated Component Model of their respective systems in CAD and PDF format for submission to the Architect/Engineer of Record and Owner for review and approval. Upon final revision and approval by the Architect/Engineer of Record and Owner, the coordination drawings / model will be sign off on by each stakeholder. The Coordinated model and drawings will be available electronically for mobile devices and PC computers. These drawings will form the basis for resolution of any future field installation conflicts. Components not installed where shown on the Coordinated Sign-off Model or installed but not shown, will be relocated by and at the expense of the offending party. Cost for rework, re-coordination, or schedule impact required to accommodate components not shown on or not installed in accordance with the Coordination Sign-off Drawings is to be paid by the party not in compliance.

The stakeholders are required to participate in a strategic effort to incorporate prefabrication into the construction process for this project. Prefabrication meetings will be held, and the stakeholders will be responsible for developing a prefabrication plan to be implemented during construction. The focus of the effort is to increase safety and quality while reducing field manpower requirements. The BIM will be utilized to identify opportunities and assist in the planning of prefabrication.

G. Proposal Deliverables

1. Submission on Work Package #1 Bid Form including General Conditions worksheet and Labor Rate Sheet.
2. Reference Request for Proposal (RFP) Deliverables including Technical Proposal Requirements and Pricing Proposal in format requested.

Bidder agrees, if awarded the contract, to execute an agreement in the form set forth in the Flintco Subcontract to perform the proposed Work for the bid package(s) stated compensation within ten (10) days after the award.

Bidder has no outstanding claims, lawsuits, arbitration proceedings or administrative proceedings by or against the owner or Flintco at this time and is not aware currently of any claims that Bidder may assert against owner or Flintco in the future. Bidder acknowledges and understands that its bid shall be rejected as non-responsive if its representations regarding outstanding or contemplated future claims against the owner or Flintco are untrue.

Submitted by:

Company Name / Corporation / Partnership / Sole Proprietor		Federal ID No.
Name	Title	AR State Contractor's License #
Address		
City	State	Zip Code
Phone Number w/ Area Code		Fax Number w/ Area Code
Email Address		

4.3 GENERAL CLARIFICATIONS AND INCLUSIONS

4.3.1 GENERAL PROJECT SCOPE REQUIREMENTS

- 4.3.1.1 Include ALL bonds but not limited to; performance bonds, payment bonds, and maintenance bonds as required by the City, County, and State or other agencies having jurisdiction and associated with this scope of work. A Bid Bond is **NOT** required.
- 4.3.1.2 Successful bidders providing a complete, responsive and responsible bid will be required to execute a contract with Flintco, LLC. Bidders must be prepared to provide insurance as specified in the Construction Manager's Bid Manual portion of the bidding documents.
- 4.3.1.3 Bidders shall comply with regulatory and licensing requirements of the State of Arkansas as well as all other applicable State & Federal Statues. To be considered, bidders must be licensed on the day of bid opening. All bidders shall conform to the requirements of Arkansas Code Annotated 17-25-101, Arkansas State Licensing Law for Contractors.
- 4.3.1.4 This Contractor and acknowledges that the Contract Documents, as well as the construction site and conditions affecting the work, have been carefully examined; that the amount and nature of the work to be done is thoroughly understood, and that at no time will a misunderstanding of the drawings, specifications, or conditions to be overcome be pleaded. Specific references to details and sheets in the bid packages are illustrative of the responsibilities of this Contractor but should not be construed to be an all-inclusive list of work.
- 4.3.1.5 Contractor has thoroughly reviewed the Project Schedule and clearly understands the necessary commitment that needs to be made on its behalf. Purchasing of materials and equipment with the proper lead time along with providing sufficient manpower in order to achieve or improve the Schedule is critical to the success of the Project.
- 4.3.1.6 The onsite Foreman and or Superintendent is required to participate and be involved in the Lean scheduling process.
- 4.3.1.7 Lean Coordination is required with all trades including but not limited to daily huddles, day-to-day, weekly, etc. meetings to meet or accelerate the project schedule and successfully meet the milestone dates.
- 4.3.1.8 Coordinate the work of this bid package with the building and phasing of other work. Contractor shall coordinate with other trades in advance and make provisions for installation of their work to avoid cutting and patching

4.3 – GENERAL INCLUSIONS AND CLARIFICATIONS

- 4.3.1.9 This Contractor must provide a digital device for each foreman / superintendent onsite for the drawings, specifications, submittals, RFI's, reports, schedule, etc. The construction manager will provide the CM software, training, and service at no additional cost.
- 4.3.1.10 Contractor shall provide delivery schedules based upon the Project Schedule. Contractor will coordinate all equipment and material deliveries with Construction Manager minimum 24 hours in advance.
- 4.3.1.11 NOTE: Each week, the Construction Manager will specify one day for general cleanup. During the extent of your contract, you will provide the Construction Manager with a laborer or laborers for this cleanup. This will not supersede daily cleanup of the work area. If clean up becomes delinquent, then a full time daily clean up person will be required at the construction managers discretion.
- 4.3.1.12 Provide all necessary traffic control for work relative to this bid package and per the traffic control plan; permitting, notices, flagmen, flashers, barricades, speed bumps, detour signs, and temporary lane markings to re-route traffic per the traffic control plan for work relative to the scope of work; coordinate lane closings etc. with Construction Manager and AHJ's prior to such closings. All closures are to be coordinated with the site work and building phasing.
- 4.3.1.13 The Contractor shall coordinate all testing and inspections with the Construction Manager. Initial testing will be paid for by the Construction Manager; however, repeat testing due to failed initial test will be the responsibility of this Contractor. Work put in place without specified/required testing documentation shall constitute a lack of acceptance of work and may require to be replaced at discretion of the Construction Manager. Coordinate and comply with all special inspections that are required by Construction Documents.
- 4.3.1.14 Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.
- 4.3.1.15 It is the responsibility of the Contractor to obtain and incorporate all RFI's, ASI's, etc. into their work. All extension cords must be suspended off floors with suspension system provided and installed by this Contractor. Issue suspension system to the construction manager for approval.
- 4.3.1.16 Provide warranty and warranty documentation on all products as required by Contract Documents.
- 4.3.1.17 Provide and Perform final inspections and certifications as may be required by manufacturer to validate warranty.
- 4.3.1.18 Notify the Construction Manager if a cost is expected within 24 hours or the work must be incorporated at no cost. If there are costs

4.3 – GENERAL INCLUSIONS AND CLARIFICATIONS

involved with the changes, the amount must be submitted to Construction Manager in writing within seven (7) working days after the information is issued.

- 4.3.1.19 In the event of disputes over inclusions and exclusions or pricing of additions or deductions or claims for added costs, the Contractor agrees to furnish all supporting cost information required by the Construction Manager, including vendor quotes with fax date stamps (original/revised), shop records, payroll records, original estimate detail and revised estimate detail or any other documentation that provides basis for dispute resolution.
- 4.3.1.20 **Provide Provide Pollution Prevention Insurance** when haul-off is required by the Contract Documents for the Contractor's scope of work. **Review insurance requirements in bid manual.** CONTRACTOR'S POLLUTION LIABILITY INSURANCE shall be written on an occurrence basis for not less than the following minimum limits: \$1,000,000.00 EACH OCCURRENCE and \$1,000,000.00 AGGREGATE.
- 4.3.1.21 Keep surrounding streets, drives, and parking areas free of dirt and debris including dust control caused or created by the work of this bid package. On site water may not be available, Contractor to provide water for Contractor's construction activities as required. Perform all street cleaning immediately as required by Construction Manager or City (during performance of this scope of work).
- 4.3.1.22 Furnish and install $\frac{3}{4}$ washed gravel for ALL backfill. Use of engineered soils for backfill will not be allowed unless submitted and approved by the soils engineer. If the contractor intends on using engineered soils it must be coordinated and approved by the Construction Manager.
- 4.3.1.23 **Provide Professional Liability Insurance** when engineering or additional design is required by the Contract Documents for the Contractor's scope of work.
- 4.3.1.24 OSHA 30/competent person needs to be onsite at all times.
- 4.3.1.25 Any saw cutting must meet the new OSHA Silica Requirements. Reference Flintco's Silica Exposure Control Plan.
- 4.3.1.26 Coordinate locations of existing utilities with AHJ's prior to beginning any work. Protection of existing utilities to remain shall be the responsibility of this Contractor. Repairing any damage to existing utilities is the responsibility of this Contractor.
- 4.3.1.27 It is the intent and meaning of this scope of work for this Contractor to provide labor, material, equipment and services for a complete system in accordance with the Contract Documents, and that all labor for items and accessories necessary, reasonably incidental, or

4.3 – GENERAL INCLUSIONS AND CLARIFICATIONS

customarily included, even though each and every item and requirement is not specifically called out or shown, is included in your scope or work.

- 4.3.1.28 The work shall be of sound and quality construction and shall comply with all applicable codes, standards and the intent of the Contract Documents. No claims for extra work will be honored by Flintco for work which must be performed by Contractor to meet standard requirements or to comply with the reasonably implied intent of the Contract Documents.
- 4.3.1.29 Contractor shall examine substrates upon which work is to be installed. Notification must be given to the Construction Manager in writing of conditions detrimental to timely and proper installation of work. Do not start the work until unsatisfactory conditions have been corrected. If work is started without notification of unsatisfactory conditions, it shall be construed as an acceptance of substrate by this Contractor, who shall repair unsatisfactory work caused by unsatisfactory substrate at no expense to the Owner.
- 4.3.1.30 The undersigned certifies and acknowledges that the Contract Documents, as well as the construction site and conditions affecting the work, have been carefully examined; that the amount and nature of the work to be done is thoroughly understood, and that at no time will a misunderstanding of the drawings, specifications, or conditions to be overcome be pleaded. Specific references to details and sheets in this bid package are illustrative of the responsibilities of this Contractor but should not be construed to be an all-inclusive list of work.
- 4.3.1.31 Include multiple mobilizations as required for this scope of work.
- 4.3.1.32 This project will utilize Procore's (www.procore.com) project management and collaboration system for all project documentation. Applicable team members of this Contractor will be invited to and are required to create a Procore username (email) and password if they do not already have one. This Contractor will be expected to obtain drawings, models, sketches, RFIs, meeting minutes, coordination drawings, change information, schedule information, etc. via this application. Flintco will maintain and update the previously listed documents in Procore for use by the Contractor. It is the responsibility of this Contractor to regularly check and review updated documents as they are added and ensure any mobile device is synchronized with the most current information. It is required that this Contractor provide mobile iOS or Android devices with the Procore App installed to at least one individual on-site to provide real-time access to current posted drawings, specifications, RFIs, submittals, project documents, as well as any deficient observations or punch list items. Providing mobile access will improve communication, efficiency, and productivity for all parties.

4.3 – GENERAL INCLUSIONS AND CLARIFICATIONS

- 4.3.1.33 Model and work coordination will ultimately be governed by the printed contract documents. Trade contractors are responsible for their scope of work shown in the contract documents. Models must be verified back to the contract documents to be sure the contract scope is being installed and coordinated per design. Each trade contractor is responsible for coordinating their scope with other trades. Flintco makes no representations or warranties regarding the accuracy of information included in any building information models.
- 4.3.1.34 Contractor shall coordinate with other trades in advance and make provisions for installation of their work to avoid cutting and patching.
- 4.3.1.35 Contractor is responsible for providing and shipping sample materials as required by the contract documents directly to the architect.

VOLUME 1 – BID REQUIREMENTS

5.0 FLINTCO POLICIES & PROCEDURES

5.1 BILLING PROCEDURES

- 5.1.1 Billing procedures for this project are as outlined in Flintco's Subcontract with the Owner, a modified AIA A133 contract and further defined in the AIA A201 General Conditions.

In general terms, the payment process is as follows. The Contractor will submit a pay application with a schedule of values per the contract documents by the required date to the Construction Manager for his review and approval. The Construction Manager then gives the application for payment to the Architect for his review and approval. Once the application for payment and schedule of values have been approved by the Architect they will issue, to the Owner, a project certificate for payment with a copy to the Contractor. If the Construction Manger and/or Architect do not withhold certification in whole or in part due to payment application issues, the Owner will process the certificate for payment per the contract documents with payment to be made as agreed to in the contract documents.

In order to **request** payment of any portion of your final payment on this project, the following conditions must **all** be met **before** you submit your request:

5.1.1.1 Unconditional and Final Release of Lien, Stop Notice and Bond Rights Upon Final Payment (form attached).

5.1.1.2 You shall be required to provide a Letter of Good Standing from all the Labor Union(s) you used on this Project which substantiates that you are current with all fringe benefits and that they have no claims against you for your work performed on this Project.

5.1.1.3 All bonded Contractors are required to submit Consent of Surety to Final Payment from their bonding company prior to release of final payment (AIA Document G707).

5.1.1.4 Extra work must be quoted and incorporated in Change Orders. All Change Orders must be initiated, approved, and executed by Flintco before payment for the Change Order will be made.

5.1.1.5 All punchlist work must be completed. This means the design consultant has verified, in the field, the work is complete and has, in writing, removed the item from the punchlist.

5.1.1.6 Inspection reports must be completed (if required).

5.1.1.7 Job closeout submittals must be completed in accordance with Contract Documents and approved by Architect:

- a. As-built Drawings
- b. Manufacturer's Literature
- c. Equipment and Operating Manuals
- d. Warranties and Guarantees

5.1.1.8 Final testing of all systems to the Owner's, Consultant's and Construction Manager's satisfaction. This includes all demonstrations with factory representatives and the Owner's building engineer.

5.0 - FLINTCO POLICIES & PROCEDURES

5.1.1.9 Any extra material as required by the specifications needs to be stored on the Project.

5.1.1.10 All unresolved items with the Inspectors and the Fire Department must be resolved.

Once all the above items are completed, received and approved by the Owner, Consultants and Flintco, you may submit a payment request for your final payment or retainage.

5.2 CONTRACTOR SAFETY RESPONSIBILITIES

5.2.1 See section 5.11.1 for complete manual

5.2.2 Please closely review the SAFETY SUBMITTAL PROCESS requirements included in this section.

5.3 SUBSTANCE FREE WORKPLACE

5.3.1 Each Contractor's employee that comes onto the jobsite will be required to acknowledge the attached policy by signing the document in the appropriate place after reading and review. (See 5.11.1 Flintco Safety Manual for complete policy)

5.4 FIREARM POLICY

5.4.1 Each Contractor's employee that comes onto the jobsite will be required to acknowledge the attached policy by signing the document in the appropriate place after reading and review. (See section 5.11.1 Flintco Safety Manual for complete policy)

5.5 TOOL CORD CHECK

5.5.1 All cords on electrical power operated tools will be checked each day prior to use to ensure that the cord does not have damaged outer sheath insulation and that the ground pin is in place. Extension cords shall be of the three-wire type and shall be designed for hard or extra hard use.

5.5.2 The Contractor's safety representative will be responsible to have each cord set/tool checked at the beginning of each shift. At the start of the shift a color-coded tape will be applied to the male end of the cord/tool. Each cord set/tool will be checked for damaged insulation, missing ground pin, or insulation pulled out of the end plugs.

5.6 BREATHE EASY

5.6.1 Each Contractor's employee that comes onto the jobsite will be required to follow the attached policy. (See Section 5.11.1 Flintco Safety Manual for complete policy)

5.7 PAYMENT APPLICATION CHECKLIST

5.7.1 The following check list is setup to help remind the Contractor of all the information and steps required to submit a Payment Application. This list in no way limits the requirements necessary to complete a Payment Application.

5.7.1.1. All monthly applications for payment must be completed on the AIA G702 pay request form.
(Form Attached 5.11.2)

5.0 - FLINTCO POLICIES & PROCEDURES

5.7.1.2. Generally, payment may be allowed for material stored offsite, in situations that have been agreed to by Flintco and the owner. The materials must be properly insured, stored in a bonded and insured warehouse and it must be segregated and identified for the use on this project. Proof of delivery and receipt will be required and the owner is to be allowed access for verification. Copies of supplier's invoices for materials suitably stored must accompany payment requests.

5.7.1.3. A schedule of values completed on the AIA G703 form must accompany payment requests to be approved. Failure to submit a schedule of values in sufficient detail to analyze the payments will result in the rejection of a pay request.

(Form Attached 5.11.2)

5.7.1.4. Any additional cost or scope of work increases to the contract amount shall be resolved on a monthly basis and each shall clearly be shown as an individual change order on the progress billing. Flintco, Inc. will not process requests for extras without such timely and proper backup, written authorization and monthly inclusion into the pay application. All change order pricing shall be inclusive of labor, materials, equipment, applicable taxes, bond premium increases, etc. Additional supervision cost will be subject to the approval of Flintco, LLC.

5.7.1.5. The Project Manager will send a pay request form to the Contractor each month around the 15th of the month.

5.7.1.6. Any lower tier subcontractor and vendor lien releases from the previous month as required by Flintco. At project completion a final lien waiver will be required for each lower tier and prime subcontractor prior to release of final payment.

(Forms Attached 5.11.3)

5.8 SUBCONTRACTOR SUPPLIER CERTIFICATION FORM

5.8.1 Each subcontractor will be responsible for completing and returning the Subcontractor Supplier Certification form with the executed subcontract.
(Form attached 5.11.4 Subcontractor Supplier Cert Form)

5.9 CERTIFICATION OF NON-SEGREGATED FACILITIES

5.9.1 Each subcontractor will be responsible for completing and returning the Certification of Non-Segregated Facilities form with the executed subcontract.
(Form attached 5.11.5 Certification of Non-Segregated Facilities)

5.10 PROJECT CLOSEOUT PROCEDURES

5.10.1 Comply with Project Closeout Procedures listed in Division 01 of the specifications in addition to the following.

5.10.2 All closeout documents required for the Contractor's scope of work shall be submitted no later than eight (8) weeks prior to the scheduled project completion date. Only final test reports are exempted from this requirement. Failure to provide closeout documents in a timely manner shall be cause to suspend or reduce progress payments to the subcontractor.

5.10.3 The Contractor shall complete his/her official project punchlist within fifteen (15) calendar days of substantial completion of their portion of work. To facilitate early punchlist completion, Flintco will provide (by email, mail, hand distribution, and/or by posting in the building) various preliminary punchlists in advance of issue of the

official project punchlist. Additionally, subcontractors shall self-review and correct deficiencies in their work prior to issue of any preliminary punchlists.

5.11 ATTACHMENTS

- 5.11.1 FLINTCO SAFETY MANUAL
- 5.11.2 G702 AND G703
- 5.11.3 LIEN WAIVERS
- 5.11.4 SUBCONTRACTOR/SUPPLIER CERTIFICATION FORM
- 5.11.5 CERTIFICATION OF NON-SEGREGATED FACILITIES
- 5.11.6 FLINTCO BIM BIDDING GUIDELINE

Live Incident Free
Everyday (LIFE)

HSE Manual | Flintco, LLC

REVISED MAY 2022





Table of Contents

Management Statement and Ethos.....	1	Workplace Violence.....	72
Crisis Flow Form & Media Statement.....	3	Incident Analysis.....	74
Emergency Action Plan (EAP).....	5	Injury and Incident Reporting.....	76
Employee Hiring.....	11	Asbestos Management Program.....	78
Employee Training.....	12	Bloodborne Pathogen Program.....	80
Firearm/Weapons Free Work Place.....	13	Cell Phone and Electronic Devices.....	85
FX Point Criteria.....	16	Confined Spaces.....	86
Motor Fleet Policy.....	18	Construction Equipment Aerial and Scissor Lifts.....	91
Policy Responsibility.....	31	Cranes and Rigging.....	94
Pre-bid Safety / Health / Security Planning... 	36	Environmental Policy.....	116
Preconstruction Planning Checklist.....	38	Electrical Work.....	119
Prescription Eyewear Policy.....	41	Excavations and Ground Disturbance	121
Construction Safety Requirements.....	42	Fall Protection.....	124
Safety Administration.....	58	Fire Protection.....	127
Safety Lunch Protocol.....	61	First Aid Kit.....	128
Smoke Free Workplace.....	63	Hazardous Communication Program.....	129
Substance Free Workplace.....	64		

Hearing Conservation Plan.....	132	Personal Protection Equipment (PPE).....	154
Heat Stress Prevention.....	134	Respirable Crystalline Silica.....	155
Housekeeping.....	138	Scaffolding.....	160
Infection Control Policy.....	139	Signs, Signals and Barricades.....	162
Lead Written Program.....	144	Stairways and Ladders.....	163
Lock Out – Tag Out Program.....	146	Steel Erection.....	164
Masonry.....	150	Tools Hand and Power.....	165
Mold Protocol.....	151	Welding - Cutting.....	166
OSHA Inspection Policy.....	153	Temporary Labor Service.....	167

Management Statement and Ethos

Management Statement

The management of Flintco, LLC is committed to the elimination of all jobsite accidents and injuries, property damage, fire damage and occupational illness. These objectives are all of equal importance and must be given equal attention in the implementation of the company safety policy.

The company not only has a legal obligation to provide a safe place to work, but more importantly a moral obligation to all employees of the company, trade partners' employees, visitors, and the public, as well as the protection of all adjacent property from damage. Each employee has the right to refuse to work in an unsafe condition without fear of retaliation. Nothing less will be accepted.

Supervisory employees must accept as part of their job description the responsibility for the prevention of accidents, the safety of workers under their direction, and the enforcement of company safety requirements.



Steve Eikanger
President
Flintco, LLC



Peter Kozicz
CEO
Flintco, LLC



Flintco Ethos

I will **honor and respect** the Flintco heritage. I will not let my past successes lead me to believe what we did yesterday is good enough for tomorrow. Complacency is not part of our culture.

I am **committed to the success** of my company, my teammates and myself. I am humble.

I am **results driven** and believe if we are not winning, we are losing. I will undertake all of my responsibilities with the utmost honesty and integrity. I will approach every task with passion, responsibility, creativity and innovation. I will succeed.

I believe that **mediocrity is unacceptable** and my training is never done – there is no finish line. I encourage a flexible approach to accomplishing milestones but I am inflexible in my execution. Safety and quality are paramount.

I will **positively contribute** to our culture and community. I expect leadership at every level. I am in control of my environment because I own my actions. I am accountable.

I believe **it is a privilege** to be a member of the Flintco community. This honor must be earned every day.

I AM FLINTCO.

Crisis Flow Form & Media Statement

JOB NAME: _____

JOB NUMBER: _____

PROJECT CRISIS TEAM	
Name	Number

1. Contact proper emergency agency (Fire / Ambulance / Police)
2. Secure Crisis Area
3. Contact HSE Area Manager
4. Contact Division President / Area Manager / Project Director
5. "Buy time" statement to the Media



AREA SAFETY MANAGER	
Name	Number
Backup:	

1. Contact HSE Director, Steve Jordan – (918) 710-3327
2. Get to site
3. Assign duties
4. Contact Division President (Alternate-Area Manager)
5. Contact Employee Family
6. Contact Owner / Owner Rep
7. Call OSHA



DIVISION PRESIDENT	
Name	Number
Backup:	

1. Call Steve Eikanger (Tony DeStefano if can't reach Steve)
2. Contact Flintco General Counsel - Trent Gudgel (918)710-3410
3. Dispatch spokesperson - Tony DeStefano (678)794- 6616
4. Alternate – Craig Saur (314)537-1878



Steve Eikanger	O: (720) 778-5575
	C: (303) 591-0843
Backup:	
Tony DeStefano	C: (678) 794-6616
Tony DeStefano	O: (512) 822-7445
	C: (678) 794-6616
Backup:	
Craig Saur	O: (314) 733-2352
	C: (314) 537-1878

1. Call Counterparts at Alberici
2. E-mail Board of Directors
3. Issue Company Wide Statement

1. Call Craig Saur
2. Call Steve Eikanger
3. Call Melinda Young – VP Risk Manager-Alberici
4. Follow-up with employee's family (Tony DeStefano)

MEDIA STATEMENT

Injury Accident

(Flintco OR Oakridge) primary concern is for the well-being of those involved. Our thoughts and prayers are with individual(s) and their (family OR families.)

At this time, we are gathering information on the incident in full cooperation with the OSHA inspector and assisting them in their investigation. Safety is the top priority at Flintco, and we will share information once the details have been confirmed.

Contact Tony DeStefano, who will gather your questions and respond as information becomes available. You may reach him at (512)822- 7445 or on his mobile at (678)794-6616.

Thank you.

Non-Injury Incident

This is a non-injury incident and our safety management team is in the process of investigating. Please contact Tony DeStefano, VP Human Resources, who will gather your questions. You may reach him at (512)822-7445 or his mobile at (679)794-6616. Once we have confirmed the information and details of the incident, we will contact you with a statement.

Thank you.

Emergency Action Plan (EAP)

Purpose

Flintco, LLC and its Subsidiaries are dedicated to the protection of its employees from emergencies such as tornadoes, fires, structural collapse, and chemical releases. When emergencies do occur, our Emergency Action Plan (EAP) is initiated. This EAP is in place to ensure employee safety from emergencies during regular hours and after hours. It provides a written document detailing and organizing the actions and procedures to be followed by employees in case of a work place emergency.

OSHA's Emergency Action Plan requirements, found at 29 CFR 1926.35, require Flintco, LLC to have a written Emergency Action Plan (EAP). This EAP addresses emergencies that our company expects may reasonably occur at any of our construction sites.

The EAP communicates to employees, policies and procedures to follow in emergencies. This written plan is available, upon request, to employees, their designated representatives, and any OSHA officials who ask to see it.

Administrative Duties

Flintco, LLC Superintendent or Project Safety Coordinator (or designee) is the EAP administrator, who has overall responsibility for the plan. This responsibility includes the following:

- Developing and maintaining a written Emergency Action Plan for regular and after hours work conditions
- Notifying the proper rescue and law enforcement authorities, and the building owner/superintendent in the event of an emergency affecting the facility Taking security measures to protect employees

- Integrating the Emergency Action Plan with any existing general emergency plan covering the building or work area occupied
- Distributing procedures for reporting emergencies, the location of safe exits, and evacuation routes to each employee
- Conducting drills to acquaint employees with emergency procedures and to judge the effectiveness of the plan
- Training of designated employees in emergency response situations such as the use of fire extinguishers and the application of first aid/CPR
- Deciding which emergency response to initiate (evacuate or not)
- Ensuring that equipment is placed and locked in storage rooms or desks for protection Maintaining records and property as necessary
- Ensuring that our facility meets all local fire codes, building codes, and regulations.

The Flintco, LLC Superintendent or Project Safety Coordinator is responsible for reviewing and updating the plan as necessary. Copies of this plan may be obtained from the Flintco, LLC Site Administration office.

The Flintco, LLC Superintendent or Project Safety Coordinator has full authority to decide to implement the EAP if he/she believes an emergency might threaten human health. The following potential emergencies might reasonably be expected at this facility and thus call for the implementation of this EAP:

- Fire, Tornado, Lightning, Collapse, Chemical Release, etc.

The following personnel can be contacted regarding further information about the written Emergency Action Plan or an explanation of duties under this plan: The Flintco, LLC Superintendent or Project Safety Coordinator

KEY MANAGEMENT PERSONNEL CELL TELEPHONE NUMBERS INCLUDE:	
Key Management Member	Cell Telephone Number

If, after reading this plan, you find that improvements can be made, please contact the Plan Administrator, The Flintco, LLC Superintendent or Project Safety Coordinator. We encourage all suggestions because we are committed to the success of our Emergency Action Plan. We strive for clear understanding, safe behavior, and involvement in the program from every level of the company.

Alarms

Different emergencies call for different alarms to indicate what actions employees should take. Flintco, LLC has established an employee alarm system using air horn blasts. We use a distinctive alarm capable of identification as a signal whether or not to evacuate for each emergency. We realize that where alarm signals have similar sounds and are used for purposes other than to signal evacuation, they can be confused with the fire alarm signal and either be ignored or cause overreaction. Therefore, we use a distinctive signal for each purpose. We will use the tornado alarm to warn employees of tornado warnings only.

- Fire and Evacuation Alarm: Multiple 3-4 second bursts from an air horn
- Lightning Danger Alarm: Multiple 3 short quick bursts from an air horn
- Tornado Alarm: Continuous blast from airhorn

Because we may use the radio communication system as a means to deliver emergency information, all emergency messages have priority over all non-emergency messages.

We have posted the following emergency telephone numbers near telephones, or emergency notice boards, and other conspicuous locations for use when telephones serve as a means of reporting emergencies:

EMERGENCY CONTACTS	
Emergency Responder	Telephone Number
Ambulance	911 or
Fire Department	911 or
Police Department	911 or
Hospital	
Physician	

Emergency Reporting and Weather Monitoring Procedures

In the Event of an Emergency Requiring Evacuation:

- The alarm will consist of multiple 3-4 second bursts from an air horn.
- Employees will exit to the nearest safe designated evacuation point.

When employees detect an emergency that requires an evacuation, such as a fire or hazardous release, they should immediately leave the area and notify their supervisor. A supervisor, superintendent, safety personnel, or a member of management will notify the Fire Department.

Our backup method for reporting emergencies that require evacuation includes the following:

- Direct Verbal Communication
- Radio Communication

In the Event of a Tornado Watch

- We monitor possible tornadic activity by national weather service alerts
- We monitor possible tornadic storm activity by national weather service radar

Our backup method for monitoring tornadoes includes the following:

- Local weather service alerts
- Local weather radar

Responding to a tornado alarm:

- A tornado alarm will consist of a continuous burst from an air horn. This will continue for several minutes.

In the event of a tornado, it is corporate policy to provide emergency warning. Once employees are made aware of a tornado situation, they are to follow these procedures:

- Employees are to seek shelter in the lowest area in the building in a room with no windows.

- Employees that are in a temporary trailer are instructed to leave the trailer and seek shelter in a low-lying area free from debris.
- If the building has been constructed, employees should seek shelter in the lowest portion of the stairwells.
- This list will continue to be updated as project construction progresses.

Workers will cease work immediately and safely proceed to the designated safe area. Due to ever-changing work areas the safe area could be moved accordingly. These safe areas are posted in the Flintco, LLC trailers.

Employees are not to leave the shelter or return to their regular duties until the all clear is given.

The Flintco, LLC Superintendent or Project Safety Coordinator or other designee will determine when it is safe for employees to leave their tornado shelter and return to work. At that time, the Plan Administrator will sound an all clear horn and work can be continued.

If anyone is injured or contaminated, the Plan Administrator will activate rescue and first aid actions.

Evacuation Procedures

Some emergencies require evacuation or escape procedures, while some require employees to stay indoors, or in a safe area. Our emergency escape procedures are designed to respond to many potential emergencies, depending on the degree of seriousness. Nothing in these procedures precludes the Plan Administrator's authority in determining whether employees should remain inside or evacuate.

The emergency evacuation procedures and assignments are designed to respond to many potential emergencies that require them, including: fire, explosions, chemical spills, collapse.

Employees need to know what to do if they are alerted to a specific emergency. After an alarm is

sounded to evacuate, employees should take the following steps:

- Stop work immediately and proceed to the nearest available and safe exit to leave the facility.
- If a safe exit is unavailable, proceed to a room with an outside window, in the occurrence of fire, close and seal the door.
- Hang something light colored out the window and call or phone for help. DO NOT GO TO THE ROOF

Once evacuated, employees are to head toward their designated exterior or safe area, where a head count will be performed, and further instructions given.

Procedures to Account for Employees

Trained evacuation personnel assist in safe and orderly evacuation for all types of emergencies that require evacuation. Once evacuation is complete, they conduct head counts. The employees selected are trained in the complete workplace layout and the various alternative escape routes from the workplace. Before leaving, these employees check rooms and other enclosed spaces in the workplace for employees who may be trapped or otherwise unable to evacuate the area. A list of trained personnel appears below:

All Frontline Supervisors and/or Superintendents

This list indicates a sufficient number of employees who have been designated by the company and trained to:

- Direct and assist in safe and orderly emergency evacuation
- Provide guidance and instruction for all types of emergency situations
- Be aware of employees with special needs who may require extra assistance Use the buddy system
- Avoid hazardous areas during an emergency evacuation.

The list of trained personnel includes at least one person from every area for every shift. This means that every trained evacuation person is responsible for seeing to approximately 15-20 evacuated employees. The trained personnel also serve as a resource of information about emergency procedures and conduct head counts once evacuation is complete.

Frontline supervisors must be aware of the locations of those employees working on a particular day when an emergency occurs, as well as suppliers, customers, and other non-employees on the premises, when an emergency occurs, and be aware of who is absent or otherwise away from the premises. Accounting for employees and non-employees will aid local responding fire/rescue departments in determining whether rescue efforts are necessary. Each department reports to their respective representative as follows:

- Report to your direct supervisor and supervisors will report to management.

Once each evacuated group of employees have reached their evacuation destinations, each trained evacuation employee:

- Takes roll of his or her group
- Makes sure all persons are accounted for
- Reports in to a central checkpoint managed by the Flintco, LLC Site Safety Coordinator Assumes role of department contact to answer questions

Head count results should be given to the local Fire Chief or firefighter, if requested.

No employees are to return to the buildings until advised by the Flintco, LLC Superintendent or Project Safety Coordinator or designee (after determination has been made that such re-entry is safe). If anyone is injured or contaminated, the Plan Administrator will activate rescue and first aid actions. If an emergency incident expands, the EAP Administrator may send employees home by normal means or provide them with transportation to an offsite location.

Non-Evacuation Emergency Procedures

Flintco, LLC has the following non- evacuation procedures:

- Small spills or small fires
- Any emergency where it would not be safe for employees to evacuate, or they need not evacuate. Responding to a tornado alarm

Plan Administrator Duties

During an emergency, the Flintco, LLC Superintendent or Project Safety Coordinator or other designated personnel will do the following:

- Assess the situation to determine whether an emergency exists, requiring activation of emergency procedures.
- Supervise all efforts, including evacuating employees.
- Call outside emergency services.
- Take all necessary measures to contain the hazard and prevent its spread to other nearby areas, with the assistance of emergency personnel.
- Direct the shutdown of facility operations when required.
- If the emergency is a biological agent, turn off the ventilation system in the building.
- If the emergency is a hazardous material spill, ensure that the hazardous material and any material with which it came into contact (gravel, soil, etc.), is abated by a trade partner who is licensed in the removal of hazardous material as required by federal, state, and local regulations and environmental agencies.
- Ensure that the emergency crew restores all emergency equipment to full operational status.
- Assisted by other qualified persons, begin to investigate the cause of the emergency and take steps to prevent a recurrence of such or similar incidents.
- Ensure that the cause of the emergency has been investigated and eliminated and that cleanup

and restoration have progressed at least to the point of not jeopardizing the health and safety of the employees, and that EPA, state, and local authorities have been notified, if required.

- Ensure that for spills or releases involving a hazardous substance at or above its reportable quantity, the following necessary information is recorded and reported: name of chemical(s) involved, whether the substance is listed under 40 CFR 302—extremely hazardous substances, estimated quantity of the released substance, time of the release and duration, medium into which the substance was released, health risks associated with the release, precautions taken to respond to the release, name and telephone numbers of persons who can be contacted for further information.

Rescue and First Aid

Designated first aid responders should provide first aid assistance within their capabilities to employees requiring it during emergency situations. Appropriate first-aid supplies have also been provided.

Professional emergency services responding in an emergency will help with and direct all rescue and medical duty assignments upon their arrival onsite.

Training

Our Plan Administrator reviews the Emergency Action Plan with each of our employees at the following times:

- Initially when the plan is developed
- Whenever a new employee is hired
- Whenever the employee is assigned initially to a job
- Whenever an employee's responsibilities or designated actions under the plan change
- Whenever new equipment, materials, or processes are introduced into the workplace
- Whenever the layout or design of the facility changes
- Whenever the plan is changed

The information in this plan is not intended for casual reading but is intended to get the appropriate message across. We present the material for training in the following manner:

- Site orientation

Flintco, LLC and its Subsidiaries perform drills for the following emergencies:

- Fires and Tornadoes. We hold these drills at least twice annually.

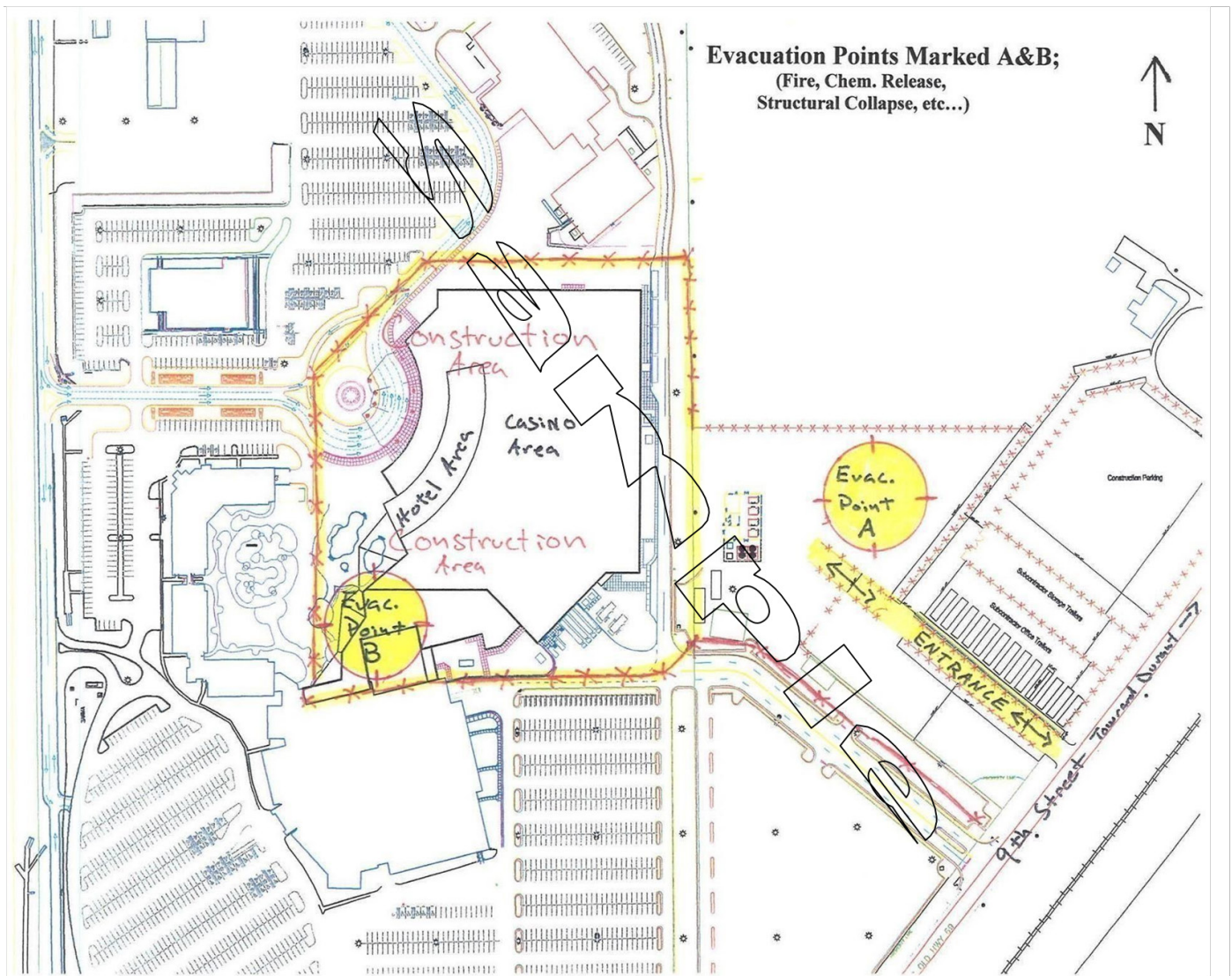
After a drill, the Plan Administrator judges the effectiveness of the plan and reviews any employee input concerning the drill. Employees performing the drill may identify something that did not follow procedure or was ineffective. For example, they

may discover doors that would not open; they may enter storage closets instead of exiting; they may get lost and confused or they may carry a suspicious package through the facility. These are the types of things the Plan Administrator needs to hear about after a drill. That way, they can be addressed before a real emergency.

Appendices

We have attached to this Emergency Action Plan, the following documents for reference to ensure a better understanding of our written program:

- Evacuation Checkpoints
- Emergency Equipment Entrance Points



Employee Hiring

Prior to new employees starting work, the following steps are to be taken. A new employee is a person who has not worked for the company within the last three months.

1. Call the area office and schedule an appointment for the prospective employee to go in for a pre-employment drug screen and pre-employment functional capacity test.
2. Inform prospective employee that after their collection is over to return to you and bring a copy of their signed chain of custody control form. Fax the chain of custody form along with a cover letter stating the prospective employee's name, social security number, and chain of custody number to Employee Services, attention Jill Lingle at (877)504-8349.
3. Once Employee Services has notified you with a "negative" result, contact the area office to schedule orientation. No prospective employee is to be put to work until steps 1 through 3 have been completed.
4. Each new employee and newly transferred employee will be instructed by the project superintendent in the recognition and avoidance of hazards conditions that is applicable to their work environment.
5. New hires should be assigned to a partner who has been with the company and is aware of the company's safety policy.
6. Project superintendents will issue to the new employee all personnel protective equipment that will be needed by the employee.
7. Project superintendent will inspect or have inspected new employee's personal tools to ensure that all tools are in good condition.
8. New employees should be monitored to ensure they are performing their tasks in a safe manner.
9. Employees hired through a temporary service are to be interviewed by a member of the project team to determine what experience the person has in the construction industry.
10. The temporary employee will be made aware of the company's safety requirements, the employee's responsibility, and the hazards present at the project.

Employee Training

1. Each employee who will be operating certain equipment must meet the requirements of the company operator's certification program and be conducted by a competent person. The training shall include formal instruction, practical training and operator evaluation in the workplace. Training on the equipment's operator manual will be completed on each piece of equipment. Each operator is re-evaluated at least every three (3) years. The equipment that requires certification including, but not limited to:
 - Cranes (Must be certified by an accredited organization after 5/21/07)
 - Bobcats
 - Forklifts
 - Backhoe
 - Concrete Pump Truck Driver
 - Self-propelled Boom Lift
 - Truck Driver
 - Scissor Lift
 - Personnel Hoist
 - Dozer
 - Moto-grader
 - Rigging
 - Signal Person
2. All temporary employees that operate company vehicles/equipment must have documented proof of training and or certification (if required by standard) and must be tested for proficiency prior to use by a Flintco, LLC competent person (operations staff or safety staff).
3. A Tool Box Safety Training meeting will be held for the purpose of continuing training. Tool box safety training is to be held each and every Monday morning. A topic that reflects site specific issues should be chosen. Pre- Work Meetings are to be scheduled on a daily basis. Daily Pre-Work Meetings are to be documented.
4. Employees who are engaged in certain tasks and operations are required to receive training, i.e., excavation, fall protection, scaffolding work. Consult the following for requirements: 29 CFR 1926
5. Employees will receive re-training when it is evident that an employee is not performing a task in a safe manner or if the employee is involved in an accident.
6. The HSE Department will conduct periodic safety training for supervisors and non-supervisory personnel.
7. Each employee who will be operating equipment or tools that require certification as outlined in the 29 CFR 1926 must be certified before operation of equipment, i.e. power actuated tool, laser equipment, etc.
8. Project Managers, Engineers and Field Office personnel are required to take the OSHA 10 hour course.
9. Superintendents, Assistant Superintendents, and Foremen and are required to take the OSHA 30 hour course.
10. Field personnel are required to take the OSHA 10 hour course.
11. A valid certificate in First Aid/CPR/Blood Borne Pathogens/AED training must be obtained from the American Red Cross, or equivalent training that can be verified by documentary evidence.

Firearm/Weapons Free Work Place

STATEMENT OF FIREARM, WEAPONS-FREE WORKPLACE POLICY

Statement of Policy

It is the policy of the Company to maintain a work environment that is safe for all persons, including the community, and conducive to attaining high work standards. To achieve these objectives, the company is committed to a strong stand against firearms and weapons in the work environment.

It is the Company's policy to maintain a firearms and weapons free workplace and prohibit the possession of firearms and weapons regardless of any license or permit that an individual may have which would otherwise authorize the individual to carry firearms or weapons. The Company will strictly enforce this policy.

Definitions

Firearm - A weapon, a pistol or rifle, whether loaded or unloaded, capable of firing a projectile and using an explosive as a propellant. Exception: powder – actuated tools which are manufactured for the use of fastening building materials are not part of this policy.

Weapons - An instrument of attack or defense.

Office - All permanent facilities, all mobile facilities, all leased facilities, and any facility designated as an office by the Company.

Parking Lot - All lots at permanent facility, lots at project sites, any lot that the Company designates as a parking lot that is not at a permanent facility or project site.

Company Vehicle - All company-owned vehicles, all company-leased vehicles, all company-rental vehicles, and all personal vehicles for which the owner receives a vehicle allowance, all personal vehicles where the owner receives reimbursement for mileage.

Company Events - Company sponsored events, sporting events, award banquets, and picnics.

Search - To examine in order to find something concealed.

Jobsites - Any and all locations where the company conducts business.

Signs

1. At each entrance to offices, parking lots, and project sites, a sign shall be posted in a location that is conspicuous to all who could enter an office, parking lot, or project site.
2. Signs shall have wording or pictogram that prohibits firearms and weapons.
3. The absence of a sign does not excuse compliance with this policy.

Communication of Policy

1. Each employee of the Company shall receive a copy of this policy at the time of his/her hire and shall sign a copy of the acknowledgment. Employees who were employed before the effective date of this policy shall also receive a copy of this policy and shall sign a copy of the acknowledgment. A copy of the signed acknowledgment shall be maintained in each employee's personnel file.
2. A copy of this policy shall be attached to each trade partner's subcontract and shall become a part of its subcontract. The trade partner shall be responsible for communicating this policy to its employees and any employees and any second-tier trade partners that the trade partner sublets any portion of its contract.

Prohibited Conduct

1. The transportation of firearms or weapons in company vehicles is prohibited. This includes but is not limited to, (a) to and from work, (b) when conducting company business, (c) at all times in company-owned or leased vehicles.
2. The carrying of permitted and non-permitted firearms while at company offices, parking lots, sponsored events, and job sites. In certain states, including Oklahoma, Georgia, Indiana, Kansas, Louisiana, Mississippi and Tennessee, Texas and other states, employees are permitted to store firearms in their personal vehicles in company parking lots so long as the firearm is locked and secured inside the personal vehicle.

Laws change frequently on this subject and the policy is deemed to update automatically with the law of the relevant state.

3. The carrying of weapons while at company offices, parking lots, sponsored events, and job sites is strictly forbidden.
4. Exception: powder actuated tools which are manufactured for the use of fastening building materials are not part of this policy.

Search

1. The Company is frequently engaged in work where the owner reserves the right to search all vehicles prior to entering the work site and all persons and their personal effects.
2. The Company reserves the right to conduct reasonable, unannounced searches of company premises and personal searches of employees and others while entering, on, or leaving company premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, meal containers, and baggage.
3. Individuals refusing to allow an inspection will not be detained or forced to submit to the inspection. Refusal violates company policy and constitutes voluntary termination of the employment relationship. Non-employees who refuse to allow an inspection will not be permitted on company premises.

Discipline

1. Violations of any portion of this policy will subject the employee to disciplinary action up to and including termination of employment.
2. Violations of by a trade partner's employee any portion of this policy will constitute insubordination and serious misconduct that will mandate the trade partner's employee to immediate removal from the Company's premises and barring future access to any company premises.

ACKNOWLEDGMENT OF RECEIPT OF POLICY

I acknowledge that I have received Flintco, LLC Firearms and Weapon Free Workplace Policy and/or that I have thoroughly read the Policy and/or have had it explained to my understanding. I understand that I will abide by all terms of this policy and understand that my failure to comply with this policy will result in disciplinary action up to and including termination of employment.

I understand that compliance with this policy does not guarantee employment for any set or definite term and that my employment remains at-will, which means that either I or the company can terminate the employment relationship at any time, for any reason or no reason, with or without cause.

Date

Print Name

Signature

FX Point Criteria

Objective

Flintco is committed to creating an incident and injury-free environment for all individuals working on our projects. This requires all employees to maintain a constant awareness of their surroundings and a willingness to correct unsafe conditions and behaviors before they result in an incident or injury.

The following criteria is designed to encourage employees to actively participate in creating a culture of safety within Flintco. Point deductions are meant to ensure that all injuries are reported so that we may collectively learn from them and prevent similar incidents.

How the Program Works

Earning Points:

- FX points will be awarded per quarter to each employee for being injury free.
- Additional FX points will be awarded per quarter if the employee's assigned area office the employee goes injury free.
- On-the-Spot FX points can be earned for proactive behavior such as identifying un-safe conditions, participating in safety solutions, etc. On-the-Spot FX points will be awarded at the discretion of Flintco management.

Operations & Field Employee	
Employee Recordable Injury Free	50 FX Points per Quarter
Area Office Recordable Injury Free	30 FX Points per Quarter
Office & Corporate Employee	
Employee Recordable Injury Free	25 FX Points per Quarter
Area Office Recordable Injury Free	15 FX Points per Quarter

Point Deductions:

- FX points will be deducted from the employee's account for failure to report an injury per Flintco policy.
- FX points will be deducted for a Class B safety violation as defined in Chapter 5 of the safety manual.
- FX points will be deducted for a Class C safety violation as defined in Chapter 5 of the safety manual.

Point Deduction Breakdown	
Failure Timely Report per Policy	-40 FX Points
Class B Safety Violation	-40 FX Points
Class C Safety Violation	-20 FX Points
Area Recordable Injury (Field/Operations)	-30 FX Points (one-time loss per quarter)
Area Recordable Injury (Office/Corporate)	-15 FX Points (one-time loss per quarter)

Definitions

To be eligible for safety points, an employee must work a minimum of 312 hours per quarter.

- A field employee is someone who has a title that contains “Project”, “Superintendent”, “Safety”, “Office Engineer,” or “Quality Control Coordinator” as well as those on the field payroll system (hourly).
- An office employee is any employee not defined as a field employee. This includes Area Managers and above and any non-project-based employees.
- A corporate employee is someone who is not part of a specific area office. If any corporate employee across all the offices has a recordable accident within the quarter, it will result in a loss of 15 FX points for all corporate employees for that time frame.

Motor Fleet Policy

Our motor fleet safety program is designed to promote safe driving on and off the job. When properly implemented, this program will help reduce the frequency and severity of incidents and violations in our vehicle operations. Our focus is on reducing the financial burden of incidents and the potential of personal injury. It is equally important that we maintain a strong public image of a company that puts safe drivers on the road.

Flintco, LLC/Oakridge considers the use of company provided vehicles and personal vehicles being operated on company business as part of the working environment. Operation of a company vehicle is both a privilege and a responsibility, not a right. Drivers are responsible for operating company vehicles according to federal and state laws and our company policy. Violation of these laws and rules will result in the loss of driving privileges.

Our HSE team members are responsible for investigating, documenting, contacting and maintaining communication with our Risk Management group and insurance carrier(s), and following up on automobile claims handling. This program also fits within our modified duty plans for emphasizing a prompt return to work for workplace injuries sustained from motor vehicle incidents, through a transitional duty assignment.

This program has been designed to address vehicles driven by or for:

- Delivery operations
- Transport operations between facilities,
- Related business purposes when using company vehicles or personal transportation

The driver's assigned manager or area manager and area safety manager will review all incidents.

Employees are required to immediately report all incidents and moving violations that occur

during work-related activities, if they are driving a company-owned vehicle or personal vehicle on company business.

We will provide safe and reliable transportation to authorized drivers, and the resources for properly maintaining company vehicles. It is each driver's responsibility to ensure proper vehicle maintenance, exercise defensive driving habits, maintain a good driving record, and adhere to the company safe driving expectations and objectives of this program.

Employees who are authorized to drive personal vehicles on company business are expected to maintain their vehicles in safe operating condition, as well as provide the fleet coordinator with proof of liability insurance with minimum coverage that aligns with corporate risk management philosophy. All occupants of company vehicles and occupants of personally owned vehicles driven on company business must wear seat belts / restraints at all times.

We will adhere to all federal, state and local laws governing vehicle operation.

Peter Kozicz, CEO

Steve Eikanger, President

Steve Jordan, Director of HSE

Vehicle Safety Program Elements

The following driver evaluation, selection, training, and reporting tools will be used to administer a successful safety plan:

See: *Equipment Maintenance Warehouse (EMW) Company Vehicle Policy for procurement, replacement and mileage reimbursement*

Driver Selection

Employees with poor driving records expose our company to potentially significant liability. We will only allow the use of company vehicles, and the operation of non-company owned vehicles on company business by those drivers who are qualified to drive based on the following criteria:

- Drivers must provide proof of a valid driver's license for the vehicle to be operated which may include a Commercial Driver's License
- Drivers must have an acceptable Motor Vehicle Driving Record (MVDR Policy Appendix A)
- Drivers will be subject to an annual MVDR review
- Drivers must be on the company's approved driver list
- Employees will be alcohol/drug tested at hire, randomly, for cause and post incident in accordance with our Company Substance Free Policy.

Employees who are assigned company vehicles or who regularly operate personal vehicles on company business are expected to maintain acceptable driving records, per the company's Motor Vehicle Policy.

Motor Vehicle Record Policy

It is Flintco policy that every employee who operates a vehicle (company owned or personally owned) does so safely and in accordance this policy and all applicable laws in the jurisdiction of operation.

A copy of a driver's Motor Vehicle Driving Record (MVDR) will be obtained upon employment and annually thereafter to ascertain that an applicant

or existing driver has a valid license and acceptable driving record.

Appendix A of this section will be used to objectively evaluate applicants and existing employees who drive. Drivers with unacceptable driving records will be subject to having privileges revoked and possible removal from positions requiring driving.

A Motor Vehicle *Driving Record Authorization and Release (MVDRAR)* form and a *Company Vehicle Policy Acknowledgement (CVPA)* form must be completed and sent to the Risk Management Department upon employment and annually thereafter. The forms can be located in the Documents center under the Equipment Maintenance Warehouse (EMW) tab.

The following employees are required to submit an annual MVDRAR and CVPA:

- A company owned or leased vehicle
- A personally owned or leased vehicle used to conduct company business
- A rental vehicle used to conduct company business

Company Owned / Leased Vehicles Assigned to an Authorized Driver

It is the responsibility of the employee/driver to comply with these policies at all times when using the vehicle.

- The employee must have a current signed (Company Owned Vehicle Authorization) COVA on file with the Risk Management Department before using the vehicle.
- If the assigned vehicle is used by any company employee other than the person assigned to the vehicle, that person must also read these policies and sign the COVA before using the vehicle.

Company Owned Vehicles Assigned to a Project

It is the responsibility of the project manager to confirm an approved MVDR and COVA is on file

with the Risk Management Department for each employee who drives a company vehicle.

Apportioned vehicles are heavy hauling vehicles specially licensed to drive through multiple states. If an apportioned vehicle is assigned to a project, it is the responsibility of the project manager, in conjunction with the Equipment/Warehouse Manager, to comply with all required regulations and paperwork.

Employee Owned /Leased Vehicles Utilized for Company Business

It is the responsibility of the employee/driver to comply with these policies at all times when using the vehicle.

- Employees must sign a Personally Owned Vehicle Acknowledgement (POVA) before using the vehicle for company business
- Employees shall provide proof of insurance on a semi-annual basis with limits that meet or exceed the minimum state requirements or those established by the company, whichever provides a higher level of coverage. Company requirements are as follows: \$100,000/\$300,000 bodily injury, \$100,000 property damage, \$300,000 combined single limits

Withdrawal of Vehicle Privilege

The assignment of a company owned/leased vehicle is a privilege and this privilege may be withdrawn at any time.

Violation(s) of the following nature may result in revocation of company vehicle driving privileges and/or disciplinary measures up to and including termination. The following list is not inclusive of all violations:

- Unacceptable MVDR. **Refer to the MVDR Policy**
- Conviction or guilty plea to driving any vehicle under the influence of alcohol or an illegal substance

- Tampering with or disconnecting the odometer or GPS device (if so equipped).
- “Road rage” or aggressive driving.
- Abuse or misuse of the vehicle.
- Failure to comply with the rules and procedures set forth in company policy.
- Failure to comply with local, state, and federal laws.
- Possession of weapons, alcohol, or illegal substances
- Failure to comply with the company Mobile Communication Policy

A combination of and/or multiple violations of the following may result in withdrawal of the privilege to drive a company vehicle. The list is not inclusive of all violations that may result in loss of driving privileges.

- Speeding or other moving violations.
- Red light camera violation.
- Failure to obey traffic signs.
- Preventable or at-fault accident.
- Misuse of company fuel card, or fuel paid for or reimbursed by the company
- Careless and/or inattentive driving

Driver Responsibilities

The majority of vehicle accidents are a result of driver error, whether caused by inattentiveness, distractions, fatigue or lack of appropriate defensive driving. While driving a vehicle for business purposes, it is the employee’s responsibility to remain attentive and drive defensively in an effort to continuously evaluate, recognize and avoid accident producing situations and physical conditions.

Driver fatigue has been identified as a leading contributor to roadway crashes. Fatigue affects driving performance by impairing information processing, attention and reaction times. Fatigue may cause a driver to fall asleep. Time of day, duration of wakefulness, inadequate sleep, sleep

disorders and prolonged work hours have all been identified as major causes of fatigue.

- Employees are responsible for driving their vehicle in a safe and prudent manner.
- Employees must know and abide by all applicable driving laws while operating a company vehicle or personal vehicle on company business.
- Employees must maintain a valid driver's license issued by the state in which they are living.
- Notification of the Risk Management Department is mandatory if an employee's driver's license is revoked, suspended or restricted. It is the employee's responsibility to promptly report a revoked, suspended or restricted driver's license. Failure to do so may result in disciplinary action up to and including termination of employment.

Safe Driving Performance Expectations

Driving is a critically important part of the job for those employees assigned company vehicles or operating their own vehicle for company purposes. Evaluations of your job performance will include an evaluation of your driving performance.

The use of seatbelts is mandatory by all occupants of a company owned vehicle, personally owned vehicle, or company rental vehicle at all times, without exception. It is the driver's responsibility to ensure that all occupants fasten their seatbelts prior to operating the vehicle. Any malfunctioning seatbelt should be repaired and/or replaced immediately. The company reserves the right to revoke the driving privilege of any driver not complying with this policy.

All safety-related equipment on each vehicle must be functional at all times. This includes air bags, windshield wipers, defrosters, power steering, headlamps and backup lights, directional signals, horn, glass, mirrors and brakes. Each company vehicle should be suitably equipped with items for use in an emergency, whether the emergency is a collision or breakdown.

Each company vehicle shall have the following standard items:

1. Current insurance verification
2. Fire extinguisher
3. First aid kit
4. Usable spare tire, jack and lug wrench
5. Emergency kit (Yellow bag) containing our incident information forms.
6. Operators Manual

Safe driving performance also includes responsible use of mobile communications devices. Please make sure to read and follow the policies outlined in our Mobile Device Use Policy for Drivers (Appendix B).

Vehicle Maintenance

Employees are responsible for (1) ensuring their assigned vehicle is well maintained; (2) taking their assigned vehicle to approved service locations for scheduled maintenance; (3) reporting any damage, faulty equipment or other needed repairs to his/her supervisor; and (4) making sure their assigned vehicle is safe to operate on the road.

Every employee assigned a company owned vehicle or reimbursed for using a personally owned vehicle is expected to maintain his or her vehicle in a safe operating condition.

Maintenance schedules for company owned vehicles are mileage based.

- Employees are required to report mileage to the EWM on a monthly basis.
- It is the employee's responsibility to ensure that his/her assigned company vehicle is properly maintained in conformance with the Enterprise Fleet Management program. See Enterprise Fleet Management SOP
- After repairs and fuel, tires are the costliest operating expense. Proper tire inflation requires only a few minutes of work each week and will

minimize expenses by extending tire life and enhance the safe operation of the vehicle.

- a) Maintain the manufacturer's recommended tire pressure.
- b) Check the pressure once a week, including the spare.
- c) Carefully inspect tires for uneven wear, cuts, fabric breaks and abrasions.

Employees are expected to keep their vehicles clean and orderly.

Vehicle Security

Employees are responsible for ensuring all necessary precautions are taken to prevent damage and theft of their assigned company vehicle and/ or its contents at all times. To reduce risk of theft, employees should:

- Shut off the ignition and remove the keys when not operating the vehicle.
- Close all windows before leaving the vehicle unattended.
- Lock all doors before leaving the vehicle unattended.
- Do not leave merchandise or equipment in open view inside a vehicle.
- When possible, select an off-street, lighted area close to a business or hotel entrance where normal police surveillance or security protection exists to park a company vehicle over-night.

Vehicle Inspection Procedure

Employees are responsible for taking their assigned vehicle to approved service locations for scheduled maintenance. Employees are responsible for reporting any damage, faulty equipment or other needed repairs to his/her supervisor. Employees should routinely inspect their assigned company vehicle as follows:

1. Look for leaks of coolant, fuel or lubricants under the vehicle.
2. Note body condition.

3. Check battery water level, oil level, transmission fluid level, windshield washer fluid level, belt and hose condition and adjustment.
4. Start engine for warm up. Check for abnormal noise and gauges for normal readings. Try steering wheel for excess play.
5. Depress brake pedal for excessive travel, mushy or hard feel.
6. Check horn and windshield wipers.
7. Turn on all lights including the emergency flasher. Check high and low beam headlights.
8. Check tire inflation and tread.
9. Check emergency equipment, including fire extinguisher, first aid kit, emergency triangles, spare tire, jack, spare fuses and bulbs.
10. Check parking brake.

Trailer

Prior to employment in a position requiring towing a trailer on company business the employee must be trained in trailering. The use of a trailer with a company owned vehicle is prohibited without prior authorization from the EWM Department.

All employees who tow trailers in the course of company business are required to complete an online trailering safety video. (Contact EWM)

- Upon completion of the video training, the employee will be required to pass a short test of the material covered in the training for comprehension.
- Employees who have completed the trailering training will be required to sign a Trailering Safety Acknowledgement Form prior to commencing trailering activities.
- Trailer Authorized Drivers are required to complete pre-activity inspection forms to ensure that vehicle and trailering equipment are adequately sized for the intended loading.

Items to review include but are not limited to: trailer

brakes and capacities, hitch systems and capacities, receiver hitch and trailer tongue compatibility, working lights, tire pressure, redundant securement, and trailer loading.

All trailering should be performed in accordance with local, state, and federal laws.

Acceptable Company Vehicles and Optional Equipment

When a vehicle is requested, and approval is granted by the CEO and Regional President, it is company policy to first determine if there is an unassigned vehicle currently available within the company's vehicle fleet. If an appropriate vehicle is available, it will be assigned to the eligible employee. If none is available, one will be obtained pursuant to the Company Equipment Acquisition Request process.

- **Bumper/Window Stickers.** No bumper or window stickers should be affixed to a company vehicle.
- **Non-Standard Equipment.** All deviations from the standard vehicle outfitting requires the authorization of the EWM Manager
- **Alterations to Company Vehicles.** Any alteration to an existing company owned vehicle requires the authorization of the EWM Manager
- **Vehicle Turn-in.** At vehicle turn-in, or at the time of an employee's departure from the company, a determination will be made by the Equipment/Warehouse Manager as to whether the project to which the vehicle is assigned is responsible for damage considered beyond normal wear and tear. The assigned driver or project team should clean the vehicle prior return to the warehouse. All keys should be returned to the Equipment/Warehouse Manager.

Company Vehicle Odometers

Company vehicle odometers shall be governed in accordance with the following Federal odometer laws and regulations.

Change of mileage indicated on the odometer is prohibited. No person shall disconnect, reset or alter the odometer of any motor vehicle with intent to change the number of miles indicated thereon.

Operation of a motor vehicle with knowledge of disconnected or non-functional odometer is prohibited.

No person shall, with intent to defraud, operate a motor vehicle on any street or highway knowing that the odometer of such a vehicle is disconnected or non-functional.

Criminal Penalties. Any person who knowingly and willfully commits any of the prohibited acts listed above is liable to be fined not more than \$50,000 and/or imprisoned not more than one year. Any Company employee who knowingly violates Federal laws specified above will be immediately terminated and the Company may pursue available legal remedies.

What to do in the Event of an Accident

1. **STOP!** - When involved in a crash, however slight, do not leave the scene until speaking with the other driver, the police, or both.
2. **Stay Calm** - Remain as calm as possible, avoid any inclination to react in anger, particularly when encountering another driver behaving irrationally.
3. **Check yourself and others for Injuries** - Call for 911 for emergency medical help if anyone involved in the crash is bleeding, feels lightheaded, or is suffering any physical injury. Always err on the side of caution and call for help. Unless someone at the scene is specifically trained in emergency medical procedures, wait until emergency first responders arrive before attempting to move a person or perform emergency aid.
4. **Keep Safety First** – When involved in a minor accident with no serious injuries, move the vehicles and occupants safely to the side of the road, out of the way of traffic. If a vehicle cannot be moved and no injuries have occurred, drivers and passengers should remain in the vehicle with seat belts fastened until help arrives. Turn on hazard lights and if safe to do so, place cones, flares, or warning triangles.

5. Contact the Police – Calling the police from the crash site is the best action. If you cannot contact the local law enforcement, you should instruct someone else to do so. Police officers can address traffic infractions and take notes for the incident record.

6. You Are Not Required To Admit Fault – Do not discuss specific details of the accident with anyone except the police. Be polite, but you are not required to, and you should not admit fault to the other driver or the police.

7. Contact Your Supervisor – Call your supervisor immediately and area safety manager as soon as possible.

8. Document the Accident – Your vehicle accident kit contains a camera and a tape measure to aid in the documentation. Use your phone or the disposable camera provided in the accident kit to photograph the damage to all vehicles involved. Include photos that reveal the overall context of the crash – road conditions, intersection site, traffic signs or lights, etc.

9. Exchange Information – your vehicle accident kit also contains a card with a contact number on it and information exchange forms. Record in writing all pertinent information concerning the incident, including:

- **The Incident** - The time and date, a description and exact location of the accident scene, and any recollection of your vehicle’s handling or mechanical functioning immediately prior to the crash.
- **Involved Parties** - Names, addresses, telephone numbers, vehicle and driver’s license numbers, and their insurance carrier. **Do not give them our insurance card.** Give them the information card that has the safety department phone number on it.
- **Witnesses** - Names, addresses, and contact information.

- **Police Officers** - Names, badge numbers, where to obtain a copy of the police report, and issuance of any citations.

Reporting the Accident

All accidents, no matter how seemingly inconsequential, must be reported to your Supervisor and Area Safety Manager **immediately** and to the Equipment/Warehouse Manager, and Risk Management as soon as possible **but no later than 8 hours following the incident.**

Accident Report

- A Vehicle Accident Form, Notification of Incident Form, Property Damage Form, and police investigation information (if applicable), must be completed and submitted to the Equipment/Warehouse Manager, Safety Department and Risk Management within 24 hours of the accident.
- If an employee is involved in an accident while on company business with their personally owned vehicle, they will be responsible for completing the Vehicle Accident Form and Notification of Incident Form per the Accident Reporting Process, found in Section 7 of the Company Safety Manual. The employee should notify Risk Management as soon as possible, but at least no later than eight (8) hours following the accident.
- Any employee involved in an accident while on company business will be subject to the company Drug Free Workplace policy.
- Failure to comply may have serious consequences for the employee and may result in disciplinary actions up to and including termination.

Repair Authorization

- Advance approval from the Equipment/Warehouse Manager must be obtained before you authorize accident repairs and service work in excess of \$50.00.
- Employee must obtain receipts for all work performed on a Company Owned vehicle.

- If employee pays for reimbursable work under \$50.00, the charges should be entered on his/her expense report for reimbursement.
- Employees may authorize emergency repairs required to make the vehicle operational outside of normal business hours. However, the Equipment/Warehouse Manager must be contacted the next business day indicating the repair and service work performed. Employees should be familiar with the vehicle's warranty coverage to prevent unnecessary payment for covered parts and service.

Preventable Accident Accountability

Any employee responsible for a preventable accident as defined by Appendix C of the Motor Fleet Policy involving a company owned vehicle shall be assessed \$250.00 payable within 10 days of assessment. Failure to make payment when due will result in loss of company owned vehicle driving privileges. Any driver responsible for a preventable accident also may be required to complete a state approved defensive driving course at the driver's expense.

Stolen Vehicle

If a company owned vehicle is stolen, report the theft immediately to the local police, the Equipment/Warehouse Manager, Safety Department and Risk Management.

The employee should keep a copy of the stolen vehicle police report for his/her personal files and submit one copy to the Equipment/Warehouse Manager.

Employees should not make accusations or press charges against anyone being held in connection with a theft of a company owned vehicle without the Legal Department's prior approval.

Stolen Items

Any attempted break-in or theft of items from a company owned vehicle must be reported to the local police. The company requires the following information be provided to the Equipment/Warehouse Manager.

- The name, badge number and precinct/unit number of the police officer(s) responding to your call.
- A list of the stolen items including the model and serial number.
- The date and location of attempted break-in or theft.

APPENDIX A

Motor Vehicle Driving Record (MVDR) Policy

It is a Flintco, LLC/Oakridge policy that every employee who operates a vehicle on company business does so safely and in accordance with all applicable motor vehicle laws.

An employee's MVDR will be examined prior to the assignment of a company vehicle and at least annually thereafter. An employee's MVDR is evaluated according to the most recent (rolling) 3-year period. If an employee has any alcohol related infraction on his/her MVDR, then the evaluation period may be extended to a 5-year period.

Risk Management will assess and evaluate every driver's record continuously against the point system below:

Point System	
Speeding Ticket and Minor Violations	4 Points
Distracted Driving	6 Points
Red Light Camera Violations	10 Points
Speeding Ticket of 20 MPH or More Above Posted Limit	10 Points

Minor Violations - 4 points

- Motor vehicle equipment, load or size requirement
- Improper or failure to display license plates (if applicable)
- Failure to sign or display registration
- Failure to have a valid driver's license in possession (if applicable)
- Failure to produce evidence of insurance
- Cited moving violations
- Speeding less than 20 MPH above posted limit. Speeding of 20 MPH or more above the posted limit will result in 10 points
- Blocking or retarding traffic
- Crossing yellow line, driving left of center
- Disobeying traffic lights, signs, or signals
- Driving on shoulder
- Driving uninsured vehicle
- Driving with an expired or invalid driver license (has not been suspended or revoked)
- Driving with blocked vision or tinted window
- Driving with expired plates or without plates
- Driving without registration or without proper registration
- Driving wrong way on one-way street
- Failure to display a driver's license
- Failure to have vehicle under control
- Failure to signal
- Failure to stop or yield to pedestrian
- Failure to yield right-of-way
- Faulty equipment, such as defective exhaust, horn, lights, mirror, muffler, signal device, steering device, tail pipe, or windshield wipers
- Following too closely
- Improper backing, such as backing into intersection or highway, backing on expressway, or backing over a crosswalk
- Improper blowing of horn
- Improper turn
- Invalid or unofficial inspection sticker, failure to display inspection sticker
- License plates improperly displayed or not displayed
- Operating overloaded vehicle
- Seat belt or child restraint violations, unless charged with child endangerment
- Spilling load on highway
- Spinning wheels, improper start, zigzagging, or weaving in traffic
- Violation of noise control ordinance (vehicle)
- Violation of driver license restrictions
- Violate Promise to appear (not the same as Failure to Appear)

Major Violations - 20 points

- Driving under the influence of alcohol/drugs
- Two preventable or at-fault accidents causing property damage or personal injury
- Two speeding tickets of 20 MPH or more above posted limit
- Failure to stop/report an accident
- Reckless driving/racing, dragging or speeding contest
- Open container
- Making a false accident report
- Homicide, manslaughter, or assault arising out of the use of a vehicle
- Driving while license is suspended/revoked
- Careless and imprudent driving
- Improper passing, such as passing on the right, passing in a no-passing zone, passing a stopped school bus, or passing a pedestrian in crosswalk
- Attempting to elude a police officer

Major violations will disqualify an employee from company vehicle driving privileges and the employee will be subject to additional disciplinary actions up to and including termination.

Note: Other violations (some examples noted above) will be assessed or weighted at the discretion of Risk Management.

Driving records are judged to be **Clear (0 points), Acceptable (1 – 14 points), Borderline (15 – 19 points), or Unacceptable (20 points or more)** over the rolling 3-year evaluation period. Again, a 5-year period may be evaluated if an alcohol offense is noted within the MVDR.

Anyone scoring 6 points within a 12-month period will be required to take a state approved Defense Driving Class at their expense.

Anyone scoring **Borderline** will be required to meet with EWM Director, Regional President, Risk Manager, and Chief Administrative Officer to discuss circumstances of the accidents or violations. A written warning will be issued. A new MVDR must be provided no later than 6 months after the meeting.

Anyone scoring **Unacceptable** will attend a meeting the EWM Director, Regional President, Risk Manager, and Chief Administrative Officer to discuss circumstances of the accidents or violations. The employee will be required to turn in any assigned company vehicle and will be expected to use other means of transportation. Major violations may also be subject to additional disciplinary measures, up to and including termination. Any exceptions are at the discretion of the President which will be documented including the circumstances warranting an exception.

APPENDIX B

Mobile Device Use Policy for Drivers

Policy regarding use of cellular phones, personal digital assistants (PDAs), converged devices, texting devices, computers and other mobile electronic devices.

Our company is committed to providing a safe work environment for all our employees. In addition, we strive to prevent injury to third parties while our employees are performing work-related activities.

Using cellular phones, computers, messaging devices, or any other mobile electronic device while operating a motor vehicle is a critical safety concern for Flintco/Oakridge. As research has shown, such devices significantly distract drivers. Distracted driving increases the likelihood that a crash will occur.

This policy is intended to control the circumstances under which an employee can utilize a cell phone or other remote device while operating a motor vehicle on company business, regardless of whether the vehicle is company-owned or employee-owned.

Flintco / Oakridge requires all drivers on company business and drivers operating a company-owned vehicle for personal use to adhere to the following policy parameters while operating the motor vehicle:

- Employees must comply with federal, state or local laws and regulations that may exist to control usage of mobile devices while operating a motor vehicle.
- If it is necessary to place a cellular phone call at any time while operating a motor vehicle, the

employee will safely drive his or her vehicle to an off-road location where the vehicle can be stopped without risk to the employee or any third party.

- When pulling over safely is not an option, all mobile phone use must be hands free. Any phone not equipped for hands free operation will not be used while operating a motor vehicle. Focusing on the driving task should be the driver's first priority.
- Drivers will not send, or review received text messages, either on a company-owned or personally-owned device.
- Drivers will not operate any other mobile device, including but not limited to a Tablet, iPad, Personal Digital Assistant (PDA), converged device, pocket PC, binaural headset-based audio device, such as an MP3 player or laptop computer, either in a company owned or personally owned vehicle while on company business.
- Navigation systems will be programmed before the trip is started, not while the motor vehicle is in operation.
- Any employee who fails to adhere to this policy may be subject to disciplinary action, including, for example, written warning and/or subsequent restrictions on using a vehicle for company business. Employee safety is a priority at Flintco / Oakridge, and your adherence to these guidelines will help us maintain the personal safety of our employees as well as that of our fellow drivers on the road.

Driver Receipt

I hereby acknowledge receipt of the Mobile Device Use Policy for Drivers. I agree to abide by the directives set forth in this policy and to conduct myself according to the standards established therein.

Signature _____

Date _____

Printed Name _____

APPENDIX C

Preventable Accidents

One in which the driver failed to exercise every reasonable precaution to prevent the accident. This is irrespective of whether or not there is property damage or personal injury, the extent of the loss of injury, to whom it occurred and the location of the accident. In order for a person to avoid being involved in a preventable accident, each driver should understand and practice the concept of defensive driving. “Defensive driving” is driving so as to prevent accidents in spite of the incorrect actions of others and adverse driving conditions; such as light, weather, road, traffic, vehicle condition and your physical and mental state.

The National Safety Council lists the following as preventable accidents:

1. INTERSECTIONS - It is the responsibility of all drivers to approach, enter and cross intersections prepared to avoid accidents that might occur through the actions of other drivers. Complex traffic movement, blind intersections, or failure of the “other driver” to conform to law or traffic control devices will not automatically discharge an accident as not “preventable.” Intersection accidents are preventable even though the driver has not violated traffic regulations. Failure to take precautionary measures prior to entering the intersection is a factor in determining if an accident is preventable. When a driver crosses an intersection and the obvious actions of the “other driver” indicate possible involvement in an accident either by reason of excessive speed, crossing the lane in turning, or coming from behind a blind spot, involvement in the accident is preventable.
 2. VEHICLE AHEAD - Regardless of the abrupt or unexpected stop of the vehicle ahead, a driver can prevent rear-end collisions by maintaining a safe following distance at all times. This includes being prepared for possible unexpected stops on the highway, either in plain view or hidden by the crest of a hill or the curve of a roadway.
 3. VEHICLE BEHIND - Investigation often discloses that driver’s risk being struck from behind by failing to maintain a margin of safety in their own following distance. Collisions involving the rear of the vehicle, which are preceded by a roll-back, an abrupt stop at a grade crossing, when a traffic signal changes, or when the driver fails to signal a turn at an intersection, should be charged as preventable. Accidents resulting from the failure to signal intentions or to slow down gradually should be considered preventable.
 4. PASSING - Failure to pass safely indicates faulty judgment and the possible failure to consider one or more of the important factors a driver should observe before attempting a maneuver. Unusual actions of the driver being passed or of oncoming traffic might appear to exonerate a driver involved in a passing accident; however, the entire passing maneuver is voluntary and the driver’s responsibility.
 5. BEING PASSED - Sideswipes and cut-offs involving a driver being passed is preventable when the driver fails to yield to the passing vehicle by slowing down or moving to the right where possible.
 6. ONCOMING - It is extremely important to check the action of a driver involved in a head-on or sideswipe accident with a vehicle approaching from the opposite direction. Exact location of vehicles prior to and at the point, should be carefully verified. Even though an opposing vehicle enters a driver’s traffic lane, it may be possible for the driver to avoid the collision by slowing down, stopping or moving to the right. Failing to signal the opposing driver by flashing the headlights or sounding the horn should also be taken into account.
- Overdriving headlights at night is a common cause of rear-end collisions. Night speed should not be greater than that which will permit the vehicle to come to a stop within the forward distance illuminated by the vehicle’s headlights.

7. **FIXED OBJECTS** - Collisions with fixed objects are preventable. They usually involve failure to check or properly judge clearances. New routes, strange delivery points, resurfaced pavements under viaducts, inclined entrance to docks, marquees projecting over a traveled section of road, and similar situations are not, in themselves, valid reasons for excusing a driver from being involved in an accident. A driver should be constantly on the lookout for such conditions and make the necessary allowances.
8. **PEDESTRIANS** - Since a driver of a motor vehicle has the responsibility to yield the right of way to pedestrians, primarily due to their vulnerability to injury when involved in an accident, most pedestrian accidents are preventable. An unusual route of a pedestrian at mid-block or from between parked vehicles does not relieve a driver from taking precautions to prevent such accidents. Whether speed limits are posted, or the area is placarded with warning signs, speed may be too fast for conditions. School zones, shopping areas, residential streets, and other areas with special pedestrian traffic should be traveled at reduced speeds equal to the particular situation. Bicycles, motor scooters, and similar equipment are often ridden by young and inexperienced operators. The driver who fails to reduce speed and increase side space cushions when approaching this type of equipment has failed to take the necessary precautions to prevent an accident. When unusual conditions call for voluntary reduction of speed, merely keeping within posted speed limits is not taking the proper precaution.
9. **PRIVATE PROPERTY** - When a driver is expected to make deliveries at unusual locations, construction site, etc., or on driveways not built to support the weight of the vehicle being driven, it is the driver's responsibility to discuss the operation with the proper authorities and to obtain permission prior to entering the area.
10. **PASSENGER ACCIDENTS** - Passenger accidents in any type of vehicle are preventable when they are caused by faulty operation of the vehicle. Even though the incident did not involve a collision of the vehicle, it must be considered preventable when a driver stops, turns, or accelerates abruptly. Emergency action by a driver to avoid a collision that results in passenger injury should be checked to determine if proper driving prior to the emergency would have eliminated the need for the evasive maneuver.
11. **NON-COLLISION** - Many accidents, such as overturning, jack-knifing, or running off the road may result from emergency action by the driver to avoid being involved in a collision. Examination of events prior to the incident may reveal speed too fast for conditions, or other factors. The driver's actions prior to involvement should be examined for possible errors or lack of defensive driving practice.
12. **MISCELLANEOUS** - Projecting loads, loose objects falling from the vehicle, loose tarpaulins or chains, doors swinging open, etc., resulting in damage to the vehicle, cargo, or other property or injury to persons, are preventable when the driver's action or failure to secure them are evidenced. Cargo damage, resulting from unsafe vehicle operation, is preventable by drivers.
13. **PARKING** - Unconventional parking locations, including double parking, failure to put out warning devices, etc., generally constitute evidence for judging an accident preventable. Roll-away accidents from a parked position normally should be classified as preventable. This includes unauthorized entry into an unlocked, unattended vehicle, or failure to properly block wheels or to turn wheel toward the curb to prevent vehicle movement.
14. **BACKING** - Practically all backing accidents are preventable. A driver is not relieved of responsibility to back safely when a guide is involved in the maneuver. A guide cannot control the movement of the vehicle; therefore, a driver must verify all clearances.

Policy Responsibility

HSE DIRECTOR

- Provide vision and means to accomplish a sound and effective safety program.
- Consult and support policy disciplinary action for employees who willfully disregard the policy.
- Conduct periodic safety observations and file reports.
- Incident analysis and lessons learned.
- Establish procedure for treatment of injuries.
- Establish HSE procedures and provide training for personnel.
- Provide all federal, state, and local safety code requirements.
- Establish and maintain incident reporting programs and recordkeeping.
- Keep current with all regulations and develop new policy as needed.
- Hold quarterly round table meetings with each area office supervisory personnel.
- Once a year the HSE Director and one member of management from each area office shall review the effectiveness of the safety program. This will be done to determine areas of the program that are deemed ineffective or need to be addressed. A decision will be made as to addition to or removal from the existing program.

ESTIMATING

- Enforce this policy and implement disciplinary action for employees who willfully disregard the policy.
- With regard to safety, be responsible for including the proper amount of materials,

safety equipment, and money to properly protect personnel and property.

- Utilize Pre-Bid Safety/ Health/Security Planning for evaluating and controlling costs:
 - Exposure of people
 - Adjacent property
 - Trench safety
 - Fall protection
 - Asbestos
 - Personal Protection Equipment
 - Housekeeping
 - Fire protection
 - Street traffic
 - Pedestrian traffic
 - Lead
 - Scope of proposed operation

AREA MANAGER

- Enforce this policy and implement disciplinary action for employees who willfully disregard the policy.
- Create uncompromising expectations for the attainment of safety performance excellence
- Integrating attainable leading and lagging performance indicators into business plan
- Establish and reward safety milestone accomplishment
- Develop annual Safety Management Action Plan
- Begin all meetings with safety performance status and areas of concern
- Regularly integrating safety messages into correspondence

- Reaffirm the Flintco 4 LIFE philosophy often
- Provide adequate staffing of the safety function
- Authority to stop work

- promoted foremen in their safety responsibility and accountability.
- Review all new projects for safety sensitive issues.

PROJECT DIRECTOR

- Enforce this policy and implement disciplinary action for employees who willfully disregard the policy.
- Create uncompromising expectations for the attainment of safety performance excellence
- Communicate safety expectations to Project Managers and Superintendents
- Provide the necessary support and resources to Project Managers and Superintendents
- Develop action plans to accomplish the goals, address problem areas and problem employees
- Closely measure and monitor supervisory safety performance
- Create uncompromising expectations for the attainment of safety performance excellence
- Begin all meetings with safety performance status and areas of concern
- Monitor Project Manager and Superintendent for one documented safety checklist per day per project/s of supervision
- Evaluate that adequate equipment, tools, and personnel are present to perform the work required.
- Review all accidents within 24 hours that occur on the project in area office jurisdiction with the superintendent whose project the accident occurred on.
- Evaluate operation where the hazards for personal injury are the most likely to occur, such as excavation, elevated work, large scale scaffolding, and operation requiring the use of cranes.
- Strictly enforce pre-employment drug screening and employee orientation.
- Conduct pre-job counseling for all new or

PROJECT MANAGER

- Enforce this policy and implement disciplinary action for employees who willfully disregard the policy.
- Communicate safety expectations
- Provide the necessary support and resources
- Develop action plans to accomplish the goals, address problem areas and problem employees
- Begin all meetings with safety performance status and areas of concern
- Closely measure and monitor supervisory safety performance
- Model desired behaviors
- Assure working safely is a condition of employment
- Impress upon supervisory personnel who report to you their personal responsibility and accountability of everyone to maintain a safe workplace
- Lead incident analysis alongside Project Superintendent
- Participate in all accident analysis, lessons learned, JHA, and pre-task briefings
- Shared responsibility with project Superintendent for one documented safety checklist per day per project/s of supervision
- Check jobsite safety record on a regular basis, noting accident trends.
- At all project meetings, ensure that trade partner's supervisory personnel are aware of Flintco LLC/Oakridge HSE Policy.
- Verify that the project superintendent is maintaining all logs correctly and up to date.
- See that pre-construction conferences are held

with each trade partner prior to trade partner starting their work.

- Ensure that all safety submittals are on file and current for each trade partner prior to work activities

SUPERINTENDENT

- Enforce this policy and implement disciplinary action for employees who willfully disregard the policy.
- Be completely responsible and accountable for on-site safety and record keeping for the project.
- Model desired behaviors
- Begin all meetings with safety performance status and areas of concern
- Assure working safely is a condition of employment
- Conduct JHA and Pre-task safety reviews/ briefings
- Make Pre-task planning the most important thing you do
- Educate employees on policies, procedures and accountability for non-compliance
- Frequently observe and discuss individual safety performance
- Shared responsibility with Project Manager for one documented safety checklist per day per project/s of supervision.
- Purchase and make available all necessary personnel protective equipment, job safety materials, and first aid equipment.
- Oversee the compliance of all safety policies and regulations by the companies' employees, trade partners and their employees.
- Instruct the foremen that safe practices are to be followed and safe conditions are to be maintained throughout the duration of the project.
- Participate in all incident analysis and fill out

appropriate forms. Superintendent's signature is required on all incident reports.

- Inform the foremen that they are not to require or permit workers under their supervision to work in an unsafe condition, but rather instruct their workers in proper and safe procedures.
- Review all incidents with foremen and see that lessons learned action is taken immediately.
- Establish first aid, fire protection, sanitation, and water facilities.
- Responsible for job layout and inspection of all operations.
- Ensure that a competent person is present where required, such as, excavation, scaffold erection and dismantling.
- Have available copies of company safety manual, material safety data sheet book, all federal, and other applicable regulations at the jobsite office. If a superintendent is transferred prior to the end of the project the outgoing superintendent shall take their manuals with them to their new project. The contents of their material safety data sheet book will be transferred to the incoming superintendent's material safety data sheet book.
- Keep all safety posters and forms posted in the jobsite bulletin board current.
- Be familiar with the laws pertaining to safety and their basic requirements.
- Authority to stop work

PROJECT SAFETY

- Enforce this policy and implement disciplinary action for employees who willfully disregard the policy
- Assist Project Manager and Project Superintendent in performing their activities
 - Consult with and support
 - Regulatory compliance
 - Regulatory training

- Industrial hygiene

- Conduct frequent Flintco 4 LIFE walks for assurance, acknowledgement and contribution
- Participate in all incident analysis, lessons learned, JHA, and pre-task briefings
- Foster a learning environment
- Coach, mentor and educate project management on safety responsibilities
- Make a documented Flintco 4 LIFE walk daily of project or each daily visit if multiple site responsibility.
- Implement safety program as written
- Trend safety and incident data
- Authority to stop work

PROJECT ENGINEER

- Enforce this policy and implement disciplinary action for employees who willfully disregard the policy
- Observe policies and procedures
- Model desired behavior
- Begin all meetings with safety performance status and areas of concern
- Participate in all Incident analysis, lessons learned, JHA, and pre-task briefings
- Recognize good performers and correct poor performers
- Provide employees with the necessary safety resources
- Participate in daily documented safety inspection per project as directed by supervision
- Authority to stop work

ASSISTANT SUPERINTENDENT / FIELD ENGINEER / FOREMAN

- Enforce this policy and implement disciplinary action for employees who willfully disregard the policy
- Begin all meetings with safety performance status and areas of concern
- See that the entire safety program is carried out at the work level.
- Participate in all incident analysis, lessons learned, JHA, and pre-task briefings
- Make sure only safe conditions exist in their work area.
- Make sure that necessary protective equipment is on hand and being used.
- Coach, mentor and educate employees in safety procedures and job safety requirements.
- Conduct craft safety training meetings on a weekly basis and discuss safety in personal contact with employees.
- Participate in daily documented safety checklist per project as directed by supervision.
- Recognize good performers correct poor performers
- See that all injuries are cared for properly and reported to the project superintendent promptly.
- Be familiar with safety regulations pertaining to safety and their basic requirements.
- Authority to stop work

EMPLOYEE

- Enforce this policy and implement disciplinary action for employees who willfully disregard the policy
- Abide by company safety rules and regulations on the job.
- Observe others around you for dangerous working habits or conditions and report such activities to your foreman.
- Make good safety practices a habit.
- Attend all safety training meetings.
- Never hide unsafe conditions.
- Immediately report any accident or near miss to your foreman.
- All levels of Flintco LLC/Oakridge employees as well as employees of all Trade Partners have the authority to correct a hazardous condition that they observe. If the employee does not know the correct procedure to make the correction, then the employee should contact their supervisor for assistance in making such correction.

TRADE PARTNER

- Enforce this policy and implement disciplinary action for employees who willfully disregard the policy
- Fill out and turn in daily, a pre-task plan for all work activities
- Conduct JHA and pre-task safety reviews/ briefings daily
- Assure that all employees attend a safety training meeting each week.
- Supply and maintain a first aid kit on the jobsite and provide any and all necessary non-emergency transportation for injured employees.
- Immediately notify the general trade partner of any incident involving trade partner, employee, vendor, or visitor to the jobsite.
- Provide a copy of the state's First Report of Injury, Trade Partner Accident Form, Injured Employee and Witness Statement to the project superintendent within 24 hours of the accident
- Supply and ensure the use of personnel protective equipment for their employees in accordance with OSHA standards.
- Maintain work area in a neat and orderly manner and remove debris and rubbish on a continuous basis
- Comply with all OSHA standards.
- Provide safety submittals prior to work activities.
- Instruct their employees in the safety procedures and accident prevention.
- Authority to stop work

Pre-bid Safety / Health / Security Planning

Due to the significant costs related to the loss potentials of certain construction activities, it is essential that early identification, evaluation, and planning be utilized to effectively and consistently control such costs. This is to be used as a means of evaluating and controlling these costs.

Scope of Proposed Operations

- Safety professional salary (percentage included depending on contract requirements)
- Review plan and specifications; type of work; insurance coverage provided
- Applicable safety standard (OSHA, state, local, contractual, other)
- Soil conditions (soil) borings, studies, analysis, and considered controls
- Project starting date and duration
- Subcontract work, certificates of insurance?
- Pre-job Planning and Safety Meeting

Exposure to People - Present and Future

- Walkway(s) needs and conditions (installation and maintenance program for pedestrians)
- Directions to public (Flagman, warning signs, lighting, fencing, barricading, etc.)
- Proximity of operations to children and general public (schools, playgrounds, parks, churches, residential areas, hospitals, commercial or business area, etc.)
- Maintenance of protection during non-working hours and in adverse weather
- Consider “attractive nuisances” caused by excavations, water holes, pipes, ladders, scaffolds, heavy equipment

Adjacent Property

- Proximity, type and values of adjacent property exposures. Potential for business interruption exposures?
- Underpinning, sheeting, freezing, tiebacks, slurry walls, and other excavation procedures. By whom?
- Vibrations (from pile driving, blasting, concrete breaking, and frost ball operations, compactors, and instrumentation for monitoring vibrations)
- De-watering and recharging (deep wells, well points, water sources, surface drainage, design criteria - by whom? Monitoring system)
- Trespassing (employees, material, supplies, equipment operation, spoil disposal parkway, fences, sidewalks, driveways, etc.)
- Pre-job surveys needed - by whom? Records? Record preservation? Photos? Sketches? Previous settlement? (Evaluation by independent experts may be desirable depending on exposures)
- Constant monitoring of elevation points on adjacent structures to detect any evidence of settlement applicable? (Consider Post-job surveys to confirm “Damage” or “No damage”)
- Railroad exposure (proximity, number and type of trains, etc)
- Pollution exposures

Exposure to Street Traffic

- Plans for approved barricading and lighting. What standards or requirements apply?
- Construction and maintenance of detour routes (pilot vehicles, Flagman, dust control, weekends, holidays, non-working hours, etc.) Authority (local officials and property owner’s consent, etc.).

- Access and exit (track route, material delivery to site, employee parking, etc.)
- Plans to clean vehicles to prevent dirt/mud from reaching public roadways

Project Controls

- Excavations (required sloping and shoring; soil borings tests design criteria)
- Correct equipment for the job
- Evaluate any superimposed loads on area adjacent to excavation (traffic, retaining walls, material storage, stockpile excavation material, etc.)
- Ladders and walkways provided for access and exit as applicable?
- Protection equipment necessary? Design criteria for trench boxes, guard rails, barriers, overhead, etc
- Location of waste material in relation to construction area
- Dirt and spoil disposal; where and how?
- Concrete washout
- Traffic pattern for truck loading and hauling.
- Periodic and frequent inspections for hazardous exposure
- Safe procedures for installing and removing temporary supports and shores
- Effects of weather on various project phases.
- Blasting required? (Handling of explosives.)
- Storm Water Pollution Prevention Plan(SWPPP).
- Sliding Gates at job entrances with Flintco signage
- If vertical structure is being built all exterior columns to have inserted tie off points

Utility Exposure - Existing Facilities

- Overhead lines
- Underground installations (all)
- Temporary protection of existing utilities
- Notification given to all involved utility companies
- Use one call system

Housekeeping Practices

- Housekeeping on a continuous basis.
- Material storage
- Equipment storage and care
- Job layout (owner access, clean-up routes, etc.)

Personal Protection

- Normal protective gear for head, eyes, lungs, etc.
- Hard hats, gloves, eye protection, safety vest, hearing protection
- Special protection requirements
- CPR/First aid training and supplies

Public Relations

- Noise
- Control of dust and mud
- Traffic (pedestrian and vehicle)
- Public notification
- Driveways
- Debris
- Communications (letters, meetings)

Preconstruction Planning Checklist

This checklist shall be completed prior to the commencement of construction activities and maintained on file for future use.

1. POSTING REQUIREMENTS	
	a. In areas where 911 is not available, the telephone numbers of the physicians, hospitals, fire department or ambulance shall be conspicuously posted (1926.50)[f])
	b. Crane signal poster. (1926.550[a][4])
	c. OSHA Poster
	d. Safety Poster
	e. Jobsite Bulletin Board
	f. Specific Local Requirements
2. FIRST AID AND MEDICAL	
	a. List of approved doctors or clinics with map for location
	b. Well stocked first aid kit present on the job site
	c. At least one person on each shift with valid First Aid/CPR/AED Certificate (1926.50[c])
	d. At least one litter capable of lowering an injured person from an elevated work site to ground
	d. At least one litter capable of lowering an injured person from an elevated work site to ground level by crane if necessary available on the jobsite
3. PERSONAL PROTECTIVE EQUIPMENT	
	a. Adequate supply of hard hats (1926.100[a])
	b. Adequate supply of eye protection (1926.100[a]) / ANSIZ87.1
	c. ANSI certified reflective/high visibility clothing (vest, jacket, shirt etc...)
	d. Adequate supply of safety harnesses and lanyards (1926.104)
	e. Adequate supply of hearing protection (1926.101[a])
	f. Glove/hand protection cut level 2 or greater
4. WARNING AND DANGER SIGNS	
	a. Danger Construction Area Hard Hat Required
	b. Danger Construction Area Keep Out
	c. No Smoking
	d. Flammable
	e. Danger Flammable
	f. Fire Extinguisher
	g. Danger Men Working Above
	h. Safety Data Sheets (SDS)
	i. Danger Electrical Hazard KeepOut
	j. Caution Cylinders Must Be Chained At All Times
	l. No Alcohol, Drugs, Firearms

5. FALL PROTECTION

a. Fall protection and rescue plan
b. An adequate supply of guardrails, posts, scaffold post brackets, and/or other means to provide fall protection at the slab edge and floor openings is available (1926.500)
c. An adequate supply of portable ladders, in good condition and correct height, is available (1926.1050)
d. An adequate supply of scaffold grade planking is on the job (1926.451[a][10])
f. Mobile scaffolding is provided with positive locking casters and guardrails (1926.451[e])
g. A clear and satisfactory agreement has been reached with the general trade partner on guardrails to eliminate unguarded perimeter conditions (1926.500[d])
h. Adequate safety harnesses
i. Adequate lanyards
j. Adequate lifeline, retractable lifeline and carabineers

6. FALLING MATERIAL

a. A safe access route to the work site has or will be provided and may include: (1) Covered walkway(s) at entry of multi-story jobs (2) Ramps, stairs, and/or ladders (3) Personnel hoists. (1926.552[c])
b. A plan has been developed to keep workmen from the area under form stripping operations by providing a watchman and warning signs, barricades, or roping off area
c. A system has been devised to prevent material from accidentally falling from the building
d. Red danger tape is to be installed around the area under scaffolding

7. EMPLOYEE TRAINING / ORIENTATION

a. During an initial safety meeting, all employees will be instructed in the recognition and avoidance of unsafe conditions, job safety rules, and individual responsibility for safety as well as the reporting process of unsafe conditions (1926.21[b][2])
b. All employees who will be using powder actuated tools (Hilti Gun) have a certificate to verify training (1926.302[e])
c. All employees who will operate heavy equipment must have a valid driver's license and must be trained on equipment being used (training documentation must be presented to Flintco, LLC staff to have on file)

8. ELECTRICAL

Personnel safety from electrical shock will be provided by ground fault circuit interrupter (GFCI). Each cord set will be checked for damaged insulation/missing ground pins/insulation pulled out of the end plugs. Each electrical tool will be checked for damaged cord/missing ground pin (except on double insulated tool) /missing guards. Each electrical tool will be checked for damaged cord/missing ground pin (except on double insulated tool)/ missing guards. Each project Superintendent will be responsible to have tools and cords checked.

9. HOUSEKEEPING

Scrap containers will be provided and emptied frequently. (1926.25[c])
--

10. FIRE PROTECTION

a. A fire prevention plan has been developed for this job site. (1926.150[a]; 151; 152; 154)
b. Fire extinguishers are available on the job site. (1926.150[c])

11. EXCAVATIONS

a. Excavation and protection plan
b. Adequate shoring on hand
c. If applicable, certified shoring plan in place
d. Competent excavation person onsite

12. CRANES (IF UNDER FLINTCO, LLC CONTROL)

a. A qualified employee has been designated to conduct a daily inspection of the crane (1926.1412[a][1])
b. Rigging equipment of the right type and quantity will be provided and inspected daily (1926.251)
c. Controls have been instituted that will prevent any crane from coming into contact with any energized electrical lines (1926.1408)
d. For all type cranes, a barrier with warning signs will be provided to protect the swing radius of the counterweights (1926.1424)
e. Certified operator on site
f. Certified Rigger on site
g. Copy of annual inspection and maintenance records on file

13. ANTICIPATED HAZARDS

a. Picture taken of existing building condition
b. Picture taken of surrounding area, i.e. streets, business buildings, houses, wells, ponds, shrubbery
c. In remodel and add-ons, check structure for presence of asbestos

14. MISCELLANEOUS

a. Drawings and Plans showing all formwork details will be available on the job site (1926.701[a][2])
b. Drawings and plans for scaffolding systems are on the job site (1926.451[g])
c. Arrangements have been made for work site lighting for form stripping in dark areas and other work during the hours of darkness (1926.51[a])
d. Arrangements have been made for an adequate supply of drinking water (1926.51[a]) and toilet facilities (1926.51[c][1])

15. DEMOLITION

a. Demo Plan with engineering survey
b. Electric, water, steam, sewer and other service lines
c. Blaster certification
d. Sufficient signage

Job Name: _____

Job Number: _____

Superintendent: _____

Date: _____

Project Manager: _____

Date: _____

THIS FORM IS TO BE KEPT ON FILE AT THE PROJECT SITE.

Prescription Eyewear Policy

- This program is open to all full time Flintco, LLC employees only and is non-transferable.
- The program does not cover the cost of eye exam or prescription. Safety eyewear can be made from an existing prescription.
- The program covers the purchase of ANSI approved safety eyewear only.
- The program pays a maximum of \$165.00. Any additional cost will be the responsibility of the employee to pay at time of purchase. Additional costs may be color, tint, and polarization.
- The program pays for eyewear every two years from the date of purchase. The program does not pay for broken, lost or stolen eyewear or change in prescription during the two-year period. The employee may take eyewear in for change of prescription in existing frames, but the cost will be the employee's responsibility. Any renewal or potential cost to the company must be approved prior to purchase. No reimbursement will be made.
- Employee will need to provide to the safety administrator an active project number. The safety administrator will issue the authorization form for the employee to obtain eyewear. An approved authorization form must be presented to the participating company prior to obtaining eyewear.
- This program is a benefit provided by the company at no cost to the employee.
- This program is provided by Industrial Eyes and is accepted at all Lens Crafters and participating Sears Optical and Pearle Vision locations in the US. It is the employee's responsibility to verify acceptance prior to obtaining eyewear. No reimbursements will be made.



Construction Safety Requirements

Trade Partner's Safety Programs and Site Requirements

The following are general construction site Health, Safety and Environmental requirements that the Trade Partners and all tiers of Trade Partners shall comply with.

Trade Partners Safety Submittal Package shall be turned into the Area HSE Manager for review

PRIOR to the commencement of any construction related activities. The Safety Submittal Package and signature of the trade partner's Project Superintendent, Project Manager and HSE Representative shall be required attesting that they have read, understand, and will abide by these site requirements and any additional safety requirements of this project as may be required.

Before coming onto the project, each employee must complete the Flintco Annual Safety Orientation. This can be done offsite prior to coming onto the jobsite. Users must log into the portal below to complete.

Once complete, each user is to show verification of completion before coming onto the project. This can be done by logging on to their account (from their phone or iPad) and showing Flintco personnel the QR code for completion.

All employees entering the project site must complete the Flintco Annual Safety Orientation, upload any trainings, certifications, etc. prior to coming onto site and participate in a Project Specific Orientation.

Flintco Trade Partner Portal: <https://tpp.flintco.com>

Site Safety is Your Company's Responsibility

Each trade partner and all tiers of trade partners shall comply with the most stringent requirements

established in OSHA/CAL-OSHA, Flintco, LLC policies, all applicable State and Federal Laws, local ordinances, rules, and regulations bearing on the safety of persons and property.

Each trade partner is completely responsible for compliance of all their trade partners Health, Safety and Environmental requirements.

Each trade partner's Project Superintendent has full and complete responsibility for the safety and health of their employees and the employees of all tiers of trade partners. Trade Partner's Superintendent shall always be present to provide total supervision for their sub-tier trade partners. In no case will the presence of a Safety Representative relieve the Superintendents of the responsibility.

If your company is going to change onsite management (superintendent/foreman), written notice is to be sent to the Flintco, LLC project manager and/or superintendent a minimum of five days prior to the exchange.

Safety Programs

Each trade partner shall have a written Health, Safety and Environmental Loss Prevention Plan that includes a written Hazard Communication/ Employee Right-to-Know Program which conforms to the requirements addressed in OSHA/CAL-OSHA on the job site. This program shall be a part of the Safety Submittal Package.

Each trade partner's Health, Safety and Environmental Loss Prevention Plan shall be the governing document that all tiers of Trade Partners shall comply with.

Each trade partner shall file a copy of their program in their safety file located in the Flintco, LLC construction office prior to beginning work on the project. A copy of the program shall be maintained on site and available for employee review.

Each tier of trade partner shall be provided with a copy of the trade partner's Health, Safety and Environmental Loss Prevention Plan. The trade partner's Hazard Communication Program shall be tailored to reflect the specific exposures

encountered on the jobsite by their employees and the employees of all tiers of trade partners.

JHA (Job Hazard Analysis)

Prior to the start of any construction activity, a Job Hazard Analysis shall be turned in with trade partners Safety Submittal Package. The Job Hazard Analysis shall identify at a minimum:

- The work steps involved with each specific construction work activity for the entire scope of work.
- Potential and existing hazards with the work activity.
- Controls to eliminate or effectively control the hazard.

Employees shall be given specific training to the Hazard Analysis. The training shall be documented and maintained on file.

Each trade partner will hold a pre-work meeting prior to the start of work on a daily basis. This meeting shall consist of identifying the tasks/hazards/and controls for the work being performed that day.

PTP (Pre-task Plan) The pre-task plan is to be a supplement to the JHA (Job Hazard Analysis). This is to be completed, documented and signed by

all workers in the pre-work meeting by the trade partner's supervisor and/or SSR (trade partner's site safety representative).

Record Keeping and Files

The following required documentation shall be in the trade partner's Safety Files, located in the Flintco, LLC office. Representatives of Flintco, LLC will review the written Safety and Health Loss Prevention Plan which includes a Job Hazard Communication/Employee Right-to-Know Program as well as the following documents:

- SDS(Safety Data Sheets), site specific, conforming to the Trade partner's Hazard Communication Program.
- Job-site weekly safety meeting reports, including lesson plans which detail training.
- Accident investigations, including accident reports, witness statements, involved employee statement, and pictures of the accident scene.
- Daily job-site safety inspections, including documented closure of identified deficiencies.
- JHA (Job Hazard Analysis), along with documented training records of each hazard analysis.
- PTP (Pre-task Plan), shall be documented and signed by each worker daily and posted in the work area and in onsite filing.
- Equipment inspection records.
- Employee orientation training

Safety Representatives

Trade partners shall designate a safety representative to oversee the trade partner's health, safety and environmental activities and to perform the duties outlined under safety representative responsibilities. The safety representative will be credentialed as outlined in the section titled (Safety Representative Credentials) of this section. If the safety representative is unable to perform the safety duties to the satisfaction of Flintco, LLC, the trade partner will replace the safety representative with

a full-time safety representative who will have no other duties other than those outlined under safety representative responsibilities of this section.

The safety representative shall be present on site during all trade partner and sub-tier work activities. If overtime, weekend or double shift work occurs the trade partner shall provide a written plan outlining how the trade partner will meet the safety requirements as outlined above. The trade partner shall identify an alternate safety representative

in the event the primary safety representative is absent from the project.

Safety Representative Credentials

Each trade partner must have a designated safety representative that meets both of the following requirements:

- Minimum of five years of verifiable experience in the work scope that the Safety Representative will be overseeing (i.e. excavation, electrical or masonry etc.) This means, for example in fire protection, installing sprinkler pipe, sprinkler heads, risers, valves, etc. – actual construction work. Office manager type work, site administrative type work or other non-direct construction work does not meet the experience requirement.
- Documentation of completion of the “OSHA 30” hour course specific to the construction industry.

A copy of the Safety Representative’s credentials must be provided with the Safety Submittal Package and maintained on file in each trade partner’s safety file.

Safety Representative Responsibilities

Each trade partner’s Safety Representative, Project Manager and Superintendent shall attend a Pre-Construction meeting with Flintco, LLC prior to that trade partner’s scope of work beginning on the project.

The Flintco, LLC Project Safety Coordinator and/or Superintendent will schedule and chair a monthly Safety Committee Meeting. Each trade partner’s safety representative is required to attend the monthly Safety Committee Meeting.

Each Safety Representative shall conduct daily documented site inspections of their assigned on-going activities. This daily responsibility shall be focused on the Safety Representative’s own employee activities.

Each Safety Representative will maintain the required Job Hazard Analysis.

Each trade partner’s “recordkeeping and files” as outlined in the above subsection shall be accurately maintained by each trade partner’s onsite Safety Representative.

Each trade partner’s safety representative will conduct Safety Orientation for their employees prior to the employee’s start of work and access to the jobsite.

Safety Orientation will consist of the review of section 13-006 through 13-0013 and submission of a signed copy of form. (Form – Participant Acknowledgement – attached to policy).

Competent Person Requirements

Each trade partner shall provide a matrix outlining employee(s) designated as a qualified competent person(s). The qualifications for competent persons are identified in the various Subparts of OSHA/CAL-OSHA. NOTE: Certain subparts of OSHA/CAL-OSHA have interpretations as to the qualifications and training required to be designated as a competent person (i.e. Subpart P-Excavations; Subpart L-Scaffolding; etc.)

Credentials of each individual(s) identified in this matrix shall be attached (i.e. training certificates, resumes outlining years of experience, competent person cards, etc.) in the Safety Submittal Package.

Prior to any work activity beginning in which OSHA/CAL-OSHA requires a competent person, each trade partner shall identify an individual(s) on the matrix and provide it to Flintco, LLC.

Accident Investigations & Incident “Near Miss” Investigations

All injuries shall be reported by each trade partner’s Safety Representative to Flintco, LLC immediately. The trade partner shall complete and submit a project Trade partner Accident Form for any injury or “near miss”, no matter how minor for their company’s employees and the employees of their trade partners. A WRITTEN ACCIDENT REPORT SHALL BE COMPLETED WITHIN 24 HOURS OF THE

ACCIDENT and forwarded to Flintco, LLC. The following information shall be included with the accident report:

- First report of injury (from applicable state). If it is a trade partner injury, a management person(s) from the trade partner needs to sign this form.
- Trade partner Accident Form
- Employee statement explaining accident.
- Witness statement explaining what they saw or their involvement.
- Pictures of the accident scene.
- RCA (Root Cause Analysis form) for all injury accidents. (see exhibit)

Whenever an accident, incident or “near miss” occurs, the trade partner shall review the specific Job Hazard Analysis/Pre-task Plan and update it accordingly.

Accident investigations and incident near miss investigations will be discussed by the Safety Committee to determine if the accidents are considered preventable and who is considered the responsible party. The Safety Representative of the respective company shall explain in person why the accident occurred, before the Safety Committee. This explanation shall take place at the closest meeting after the accident.

Safety Meetings

Each trade partner and all tiers of Trade partners shall conduct weekly safety meetings on the jobsite. Attendees and minutes of the weekly safety meetings are to be documented. This document must be kept in the trade partner’s Safety File Records shall be maintained in such a manner to distinguish each Trade partner and their employees from the Trade partner and other Trade partners. All trade partners and sub tiers will attend the monthly “All Hands” safety meeting conducted by Flintco, LLC.

Job-Site Inspections

Each trade partner and all tiers of trade partners shall conduct and document daily job-site

inspections. While these inspections may conform to the requirements of each Trade partner’s Safety Program, they are subject to safety standards established for the job.

- Inspection follow-up shall be performed by each trade partner to ensure corrective measures have been accomplished. Documentation of corrective measures with specific actions shall be provided in the trade partner’s safety files.
- Each trade partner shall correct all safety and health-related deficiencies during the same working shift in which they were identified.

Site Requirements

1. Do NOT work alone. Someone should always be around in case of an emergency.
2. It is each employee’s responsibility when entering different project work areas to find out what safety precautions are required. Stay alert.
3. Safety Glasses with side shields which meet ANSI Z87.1-1989 (this includes prescription eyeglasses with side shields) shall always be worn by all personnel outside the area designated as Trailer Row. Using approved safety glasses that fit over prescription glasses will be acceptable. Flimsy plastic side shields shall not be allowed. Prescription glasses with or without side shields, that do not meet ANSI Z87.1-1989 are NOT safety glasses.
4. Face and eye protection must be worn when chipping and grinding or where flying debris activities take place. Examples are but not limited to, powder actuated tools, electric or air-operated grinding tools, electric or air-operated impact tools, chop saws, masonry saws, chain saws, drilling tools going into overhead concrete, etc.
5. ANSI certified high visibility/reflective clothing shall be worn on the construction site. Shirts with sleeves (at least t-shirt length 4”) and full-length pants shall be required. No Shorts, No Tennis Shoes, and No Tank Tops.

6. Gloves/Hand Protection - minimum cut level 2 or task appropriate is required to prevent injuries to hands during construction activities.
 7. Boots with proper leather uppers above the ankle, and hard soled and any other required or appropriate safety equipment for specified task shall be worn at all times.
 8. All employees on site shall wear hard hats that meet the requirements of ANSI Z89.1-1997 at all times outside the area designated as Trailer Row. Hard hats shall be worn in such a manner that the hat brim is positioned in front at all times. This policy includes truck drivers and delivery personnel.
- Exceptions:**
- a. Where allowed by manufacturer to reverse the suspension system.
 - b. To accommodate face shields
9. Hearing Protection is required by CFR 1926.101 and shall be used when required.
 10. Fall Protection is required when working at heights greater than 6'. The following must be followed on all Flintco, LLC Projects:
 - All employees shall receive documented training pertaining to the recognition and elimination of fall hazards
 - Floor and roof openings 2" or greater shall be covered with materials that are capable of supporting at least two times the load expected to be imposed.
 - All floor edges where fall distance is 6' or greater, and all roof edges shall be protected by a standard guardrail with toe board.
 - When employees are working outside a protective guardrail at height greater than 6', employees must wear a Personal Fall Arrest System (PFAS) that is attached to a designated anchor point.
 - 100% tie off in all aerial and scissor lifts using self-retracting lifelines and/or tethers. 6' shock absorbing lanyards will not be allowed.
 11. Respiratory Protection shall be provided when the possibility of occupational diseases is present. Engineering controls shall be implemented to prevent exposure to employees, if engineering controls can't be utilized then, the employer shall provide other means of respiratory protection.
 12. All employers shall develop, implement, and maintain a written hazardous communication program. Employees must be trained on chemicals they can be exposed to and be able to read and understand the Safety Data Sheet/ Label.
 13. All chemical materials used shall have an SDS (Safety Data Sheets) included with the Safety Submittal Package electronically and to be filed at the Flintco, LLC project office in a hard copy indexed, tabbed, in a binder.
 14. All fuels stored in quantities greater than 25 gallons shall be stored at least 20ft from any storage building and have a fire extinguisher within 25 ft. All fuels stored in excess of 25 gallons shall have a secondary containment.
 15. Only UL-approved metal fuel cans with flame arresters and self-closing pour spouts shall be allowed on site. Fuel cans shall not be stored inside the building, or inside trailers. Cans shall be brought inside the building only to fuel equipment and then removed immediately.
 16. First aid cabinets are to be provided by each trade partner in their work area. One employee shall be trained in first aid. Shock absorbing lanyards will not be allowed.
- PFAS shall be worn while working from a suspended scaffold and connected to an independent lifeline.
 - Safety nets shall be provided when workplaces are more than 25' above the ground/floor or where other fall protection devices are impractical.
 - Positioning belts of the two D-ring type SHALL NOT be used for fall protection

for each trade partner must have a First Aid/ CPR Training Certification (Safety Submittal Package)

17. All vehicles on the construction site including the heavy equipment shall have a fire extinguisher in an accessible location.
18. Only “ABC” fire extinguishers are allowed on the construction site.
19. All equipment inside any building shall have an “ABC” rated fire extinguisher mounted in an accessible location.
20. Outside the buildings, gas-powered equipment, and diesel-powered equipment shall have an “ABC” rated fire extinguisher mounted in an accessible location within 25’ during operation.
21. All “ABC” fire extinguishers shall be fully charged, inspected, and tagged for service.
22. Other types of equipment shall have a fire extinguisher as mandated by OSHA/CAL-OSHA
23. Emergency procedures shall be followed. All emergency rally points will be covered in the site-specific orientation and Emergency Action Plan.
24. Incident Notification
 - Employees must report all incidents to their supervisor immediately Example are recordable, lost time, first aid, near miss, property damage and any situation that requires emergency response or emergency rescue.
 - Supervisors must report all incidents to Flintco, LLC immediately
 - Trade Partners/Flintco shall conduct an incident investigation after all incidents.
25. Clean up and housekeeping shall be top priority. This project shall be kept clean and orderly at all times. The work area SHALL be cleaned on a continuous basis; no debris or trash will be permitted.
26. All walkways, ramps, stairways, emergency exits, and access points to ladders shall be kept free of debris.
27. All laydown areas, parking lots, and temporary facilities shall be kept clean at all times.
28. All materials on the construction site shall be stored/staged on dunnage. Do not stack material in such a manner that the material could become unstable and topple.
29. There shall be a trash can by all water cans for cup disposal. Water cans must be kept clean at all times with tape around the lid with the current day’s date handwritten on the tape.
30. Keep all trash clear from electrical panels.
31. Remove slip and trip hazards from the floor. Examples are trash, lumber, extension cords, conduit, pipe and pallets.
32. Impalement Protection
 - All reinforcing steel, grade pins, conduit, copper pipe, and all thread that an employee could fall onto or into (this includes horizontal steel) shall have a protective cap.
 - All protective caps must be in suitable condition and shall not be damaged.
 - Goal post protective caps must have a 2X4 placed on top for protection.
33. Remove all nails and screws from scrap lumber.
34. When lifting heavy or awkward material, get help or use a mechanical devise such as a forklift, pallet jack, or team lift.
35. Always keep the walk area clear of debris when carrying material.
36. All ladders must be inspected daily or prior to use. Ladders that are found unserviceable shall be removed from service immediately.
37. All aluminum, metal type or wooden (other than job built per ANSI standard, ANSI A14.4 1992) ladders are prohibited. Ladders shall reach

three feet above the landing for safe access. All ladders shall be positioned on a stable surface and secured to prevent displacement.

38. Ladders shall be placed in the work area so that the employee is able to face the ladder. Maintain a “three-point” contact with the ladder when ascending or descending
39. Never carrying tools or material while ascending or descending a ladder.
40. Job-made ladders may be utilized on the jobsite. Job-made ladders shall be constructed as per the requirements in ANSI A14.4 1992 and have a walk-through handrail which extends three feet above the landing. Offset entrance or gate shall be provided as not to allow direct access to ladder.
41. Always choose the appropriate ladder for the work being performed.
42. Keep stairs free of tripping hazards.
43. Metal stair pans must be filled or blocked before use. Unfilled metal stair pans SHALL NOT be used.
44. All scaffolding use must be erected, dismantled, moved, operated, and repaired under the supervision of a Competent Person.
45. All scaffolding and components must be inspected by a Competent Person.
46. All employees working on a scaffold must be trained by a qualified person on the recognition of hazards associated with scaffolds.
47. All scaffolding shall be placed on footing that is sound, ridged, and capable of supporting the intended load without settling or displacement. Mud sills shall be used under all supporting legs of scaffold that is erected on the ground. All scaffolding shall be erected plumb and level under the supervision of a qualified or competent person. All scaffolds must be erected per manufactures specifications. A qualified competent person shall conduct a documented inspection of all scaffolding prior to each use and tag the scaffolding in an appropriate manner that is visible for all workers to see.
48. Guardrail requirements for scaffolding:
 - No guardrail is required when the work platforms are less than 4’ above the ground or floor.
 - When the work platforms are between 4’ and 6’ a guardrail is not required IF the work platform has a minimum horizontal dimension in each direction of at least 45”.
 - ALL work platforms 6’ or higher shall have a standard guardrail installed on all open sides and ends.
 - ALL supported scaffold poles, legs, frames and uprights shall bear on base plates that are positively secure to mud sills.
49. All scaffolding must be erected per the manufacture’s specifications.
50. All hand and power tools shall be inspected daily prior to use. Tools shall be maintained in a safe condition (this includes employee furnished tools). Any tool which is not in compliance with any applicable requirement of this part is prohibited and shall be removed from service.
51. 51. Guard(s) on tool(s) shall be in operating condition. Any tool that requires a manufactured guard or handle shall not be removed from the tool. Tools shall not be altered or used in a manner that it is not intended for.
52. Power operated hand tools shall be of the double insulated type or comply with the grounding requirements in CFR 1926 subpart K.
53. All electrical extension cords and power tool cords shall be inspected before each use.
54. All handheld circular saws, table saws, and radial arm saws shall be locked by means of disconnecting the power source and the

- male end of the cord tagged or in plain view of the operator at all times while changing the sawblade.
55. All cords shall be ran six (6) feet overhead and protected from sharp objects.
 56. All extension cords must be 12g or larger.
 57. Damaged or defective equipment shall not be used.
 58. All pneumatic power tools and hoses shall be secured by a positive means at each connection.
 59. All fuel operated power tools will be stopped, and motors will not be running while refueling is in progress.
 - A 10lb fire extinguisher must be within 5' of all fueling operations.
 60. Employees operating Powder Actuated Tools must be trained and have their training certifications in their possession.
 61. Sawhorses or work benches shall be utilized to secure material prior to using hand held circular saws, grinders, band-saws, drills, and similar tools.
 62. All electrical power tools and/or equipment shall be plugged into a GFCI (ground fault circuit protection), at the source of electrical power. All frayed and/or damaged electrical cords shall be removed from service and repaired. Cords and tools will be inspected before use.
 63. All portable generators including generator/ welders used on the jobsite shall have a GFCI that is an integral part of the generator. The GFCI shall function properly. The GFCI when tested shall trip between 3mA and the 7mA settings on a multi-range GFCI tester.
 - A weekly documented inspection of each generator shall be conducted to ensure the GFCI is functioning.
 64. Electrical Panels and associated devices shall not be accessed by anyone except for those authorized by the electrical trade partner(s). Once one area of the job site is energized, all areas of the job site are considered energized. The electrical trade partner(s) is responsible for the security of the electrical panels and associated devices to prevent access by unauthorized workers.
 65. Only company vehicles, with company insurance shall be allowed on the construction site. The company's name and/or logo shall be visible from a distance of 25 feet away and shall be located on both sides of all company vehicles including heavy equipment.
 66. Posted speed limit shall always be adhered to. 10 mph will be the site speed limit unless otherwise posted.
 67. Trade Partners on Flintco, LLC projects are responsible for providing drinking water for their personnel
 68. Excavation work shall be performed in accordance with OSHA/CAL-OSHA
 69. Prior to any excavation, an excavation plan shall be included in the trade partners Safety Submittal Package for review.
 70. All soil shall be treated at Class C soil. Soils may be reclassified by a registered professional engineer. The reclassification must be documented and must be specific to a certain work area.
 71. Flagging and/or suitable warning devices will be required around all trench and excavation work at least three (3) feet (this distance can be

- exceeded if site specific requires) from the edge of the excavation.
72. Spoil piles shall be put at least two (2) feet back from the edge of the excavation.
 73. A safe means of access and egress shall be provided from excavations regardless of their depth at intervals that provide no more than 25 feet of lateral travel.
 74. Excavations with vertical walls 6' or greater will present a fall hazard and workers shall be protected.
 75. A qualified competent person shall be present anytime excavation work is performed.
 76. All underground utilities shall be located prior to any excavation work occurring. The responsible trade partner shall be notified to assist with this location. As-built drawings and utility locators shall be used to locate all underground utilities. Trade partners working around overhead utility lines shall ensure that all equipment, materials, and personnel are at least 10 feet from the overhead lines.
 77. All employees shall OBEY all posted safety signs and flagging.
 78. Flag, barricade, or sign areas to keep employees from exposures to potentially hazardous work conditions. Supervisors contact information to be posted at the flagged, barricaded or other controlled/limited access areas.
 79. Trade partners or employees shall not remove or bypass any barricades, barriers or other protective devices from tools, equipment, or hazardous locations. All deficiencies shall be reported immediately to the supervisor.
 80. Seatbelts shall be worn at all times in vehicles including heavy equipment operated within the limits of construction. All heavy equipment shall have ROPS (roll over protection), and seatbelts. Mules, gators or golf type carts shall have ROPS (roll over protection) and seatbelts for operator and all passengers.
 81. All vehicles on the construction site including heavy equipment shall have a fire extinguisher in an accessible location.
 82. No one shall ride in a vehicle or mobile equipment unless they are on a seat. Exceptions: Scissors and Boom Lifts. Riding in the back of pick-ups shall not be allowed.
 83. Accessories to all mobile equipment (blades, bucket, stringer bits, etc.,) when parked shall be lowered in the down position with ignition keys removed from switch.
 84. All equipment including cranes, forklifts, skid steer loaders etc. shall have a reverse signal/ back-up alarm audible above surrounding background noise.
 85. All employees who operate equipment shall be educated in the safe operation of that equipment; documentation of this training shall be maintained on file each trade partner's safety records and included in the trade partners Safety Submittal Package. Only trained employees shall be allowed to operate that piece of equipment. When mounting or dismounting equipment, employees shall maintain three points of contact.
 86. Each fuel storage tank brought onto the construction site shall be provided with its own secondary containment unit. All fuel tanks shall be grounded in accordance with NFPA requirements.
 87. All fuel secondary containment will be pumped out after any rain.
 88. The following requirements shall be followed for all cranes entering the construction areas, all crane documentation is to be included in the Safety Submittal package: (see safety submittal checklist) 29CFR 1926.1400 – Crane and Derrick Standard
 - All cranes operating on the jobsite shall be equipped with a functioning “Anti-Two Block” device and a functioning load moment indicator.

- The operator shall know the weight of every suspended load, regardless of the size.
- Stable cribbing shall be used for all lifts with outriggers.
- Outriggers will be fully extended.
- All crane operators shall be qualified prior to operating any crane on the jobsite. When required by law a copy of the operator's license shall be presented to Flintco, LLC Area Safety Manager included in the Safety Submittal Package.
- An up-to-date resume detailing the operator's qualifications (i.e., years of experience, previous jobs worked, etc.) shall be maintained in the Trade partner's safety files before any operator is allowed to operate a crane on the construction site, the Trade partner shall have
- The trade partner shall have the operator perform a functional operation appraisal to ensure the operator is qualified. This shall be documented and on file in the Trade partner's safety files, including annual inspection.
- Prior to any lift, all trade partners shall provide a lift plan included in the Safety Submittal Package prior to work commencing.
- Critical lifts, (i.e. blind lift, lift at or exceeding 75% of the cranes capacity or tandem crane lifts or any other non- routine lift), shall have lift plan that is reviewed by the Flintco, LLC Area Safety Manager and the Project Superintendent prior to the execution of the lift.
- Taglines shall be used on all suspended loads to stabilize the load. Employees shall not use their hands to stabilize the load. All taglines shall be of a continuous length, which are free of knots or other items.
- Documentation shall be provided of worker training and shall be included in the trade partners Safety Submittal Package.
- Workers shall be connected with PFAS (personal fall arrest system) to the manufacturers engineered anchor point.
- PFAS (personal fall arrest system) shall be rigged such that a worker can neither free fall more than 6' or contact any lower level, one of three methods:
 - Use of a tether anchored to the manufacturers engineered anchor point as a fall restraint.
 - Use of a positioning hooks connected to the manufacturers engineered anchor point as fall restraint.
 - Use of a lanyard connected to the manufacturers engineered anchor point as fall arrest.
- Employees SHALL be tied off using a four (4) foot lanyard or an SRL (yoyo). Six (6) foot lanyards are not permitted.
- After the working height has been obtained, shut off all lift motors until ready to relocate.
- Fire extinguishers, fully charged, inspected and tagged shall be installed in an accessible location in the aerial lift basket.
- Housekeeping shall be done continuously; employees shall not be allowed to work in lifts cluttered and disorganized.
- All aerial lifts shall have a unique identification number and the Trade partner name posted in a visible location.
- All aerial lifts shall be operated on a level-working surface. The working surface shall be capable of supporting the weight of the lift without the tires sinking into the surface.

89. Persons working in any aerial boom-type lifts shall be tied off, at all times.

- Prior to any aerial lift work, a fall protection and rescue plan shall be included in the trade partners Safety Submittal Package for review.

90. Only Company vehicles, with company logos, shall be allowed on the construction site. The company's name and/or logo shall be visible from a distance of 25' and shall be located on both sides of the vehicle.
91. As described in each Trade partner's Safety Program work permits shall be utilized for those work activities that specifically require them. (Examples are confined space, electrical hot work, welding, painting, work where underground utilities are present, etc.). The use of torches shall not be permitted on formwork/false work at any time. A hot work permit shall be filled out prior to any hot work activity.
92. Lockout and tagging disconnects, circuit breakers and supply valves as well as energy isolating devices shall be used.
93. Any work creating a spark or using a flame is considered to be "Hot Work" and will require a permit provided by Flintco, LLC and signed off by trade partner's Site Safety Representative or Superintendent and FCO HSE staff or Flintco Superintendent. A fire watch shall be stationed to provide coverage for each welding, cutting, and other hot work operations. A fire watch may cover multiple operations with a 100-foot radius of them. In order for a fire watch to cover multiple operations, they shall have a clear line of sight to each operation and an unobstructed pathway to each operation.
94. There will be no smoking/tobacco products, eating or drinking (except for water) in the building after the installation of finished products begins. The initiation of this policy will be at the discretion of Flintco, LLC. All breaks will be taken in designated locations only.
95. All employees shall always conduct themselves in a worker like manner. Any harassment of other personnel, horseplay/fighting or disruptive activities of any kind shall result in immediate dismissal/removal from the job site.
96. No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose the individual or others to injury.
97. Workers shall report unsafe conditions to their supervisors immediately. No worker shall be required or knowingly be permitted to work in an unsafe place, unless for the purpose of correcting the hazard and then only after all safety precautions have been implemented. Animals of any kind are not permitted on/around the active part of the project site. Animals on the part of the active part of a project site pose a risk and create an unnecessary distraction.
98. Animals of any kind are not permitted on/around the active part of the project site. Animals on the part of the active part of the project site pose a risk and create an unnecessary distraction.
99. New employees shall be given safety orientation education and awareness training by their supervisors and/or the Safety Representatives before they start work. This orientation shall apply to general instructions regarding safety rules of the project. A signed employee acknowledgement of such training will be maintained in the trade partner's safety files. The Trade partner shall conduct all orientations for their lower-tier Trade partners. See Orientation Acknowledgement
100. Any person or persons on the jobsite must have either completed the employee orientation program or have filled out a Flintco, LLC visitor release form. In either case, the documentation must be in the Flintco, LLC construction office prior to the person entering the jobsite and must be accompanied by a member of that trade partners firm.
101. Concrete trucks shall have the chute in the raised and locked position while traveling on the jobsite.

102. Trailers- no one will be allowed to move a trailer or any other device for living on site unless written approval has been obtained from Flintco, LLC

103. Glass containers of any kind shall not be brought onto the construction site.

104. All arrivals of trailers, storage containers, and large deliveries must be coordinated with Flintco, LLC at least 3 days in advance. The adjacent streets around the jobsite shall not be blocked at any time without approved signage and certified flagmen in place.

105. Project drug and substance abuse policy

- The use, possession, sale, transfer, acceptance, or purchase of illegal drugs at any time is strictly prohibited. The use, possession of an open container, personal sale, transfer, or acceptance of alcohol on the property or while performing business on a Flintco jobsite is strictly prohibited. Any violation of this policy will be grounds for immediate termination and may result in a report to the appropriate law enforcement authorities.
- No prescription drug shall be used by any person, other than to whom it was prescribed. Such substances or non-prescription (over the counter) must be used only as prescribed or indicated.
- A drug-free” workplace plan shall be established which describes the trade partner’s commitment to achieving a drug-free workplace as outlined above. Prior to beginning any work activities on site, each trade partner shall provide a copy of their “drug-free” plan.

106. Stretch and Flex Program – Start each day by warming up the muscles, which improves elasticity and helps to meet the job’s physical demands.

107. Flintco 4 LIFE Essentials:

- You have the authority to refuse or stop unsafe work
- You must attend safety orientation prior to any work
- You must complete a pre-task plan for each task
- You must wear a hard hat
- You must wear eye protection
- You must wear high visibility clothing/ vest
- You must wear work boots
- You must wear hand protection
- You must use fall protection above 6’
- You must use lock-out/tag-out procedures on energized systems
- You must immediately report incidents/ accidents
- You must use continuous clean housekeeping procedures
- Disabling safety devices or guards is prohibited
- Drug and alcohol use and/or possession is prohibited
- Concealed or open carry firearms is prohibited
- Workplace violence or threat of violence is prohibited

Cell Phone and Personal Radio/ Speakers Usage

The use of personal cell phones/personal electronic devices and earbuds/earphones/bluetooth devices/radios while at work present a hazard and/or distraction to the user and/or co-employees. This policy is meant to ensure that cell phone/personal electronic device use while at work is both safe and does not disrupt business operations.

Therefore, personal cell phones/personal electronic devices and earbuds/earphones/bluetooth devices are not allowed on any Flintco, LLC jobsite except as described:

Employees of Flintco, LLC on-site project staff is authorized to carry cell phones in accordance with policy below.

Employees of Trade partners/ Suppliers: Any employee that the Trade partner/Supplier deems necessary to conduct business operations must get written permission from a member of the Flintco, LLC staff prior to use of cell phone on project site. They must then use the cell phone in accordance with policy below.

Cell Phone/Personal Electronic Devices Policy:

Use of cell phones/personal electronic devices is permissible during work hours for company business only. Personal use of cell phones/ electronic devices is only permitted during breaks and at lunch time and in designated areas. Before accepting an incoming or making an outgoing call,

make sure that such activity will not compromise safety. When operating equipment, driving a vehicle on the jobsite or while performing any jobsite activity that a distraction may cause a potential safety threat, let all incoming calls go unanswered and texting is prohibited. You then may return the call when you have stopped the equipment, pulled the vehicle to a safe area or put yourself and those around you in a safe environment before returning the call.

Violating this policy will result in disciplinary action up to and including removal or termination.

Please contact your immediate supervisor should you have any questions or concerns.

CONSTRUCTION SAFETY REQUIREMENTS (CHAPTER 13) ACKNOWLEDGEMENT

I hereby attest by my signature that I have read and understand these Construction Safety Requirements and Site Policies, and I will abide by them. I also understand that at the discretion of Flintco, LLC, there may be site specific amendments or modifications to the Safety Requirements/Site Policies at any time.

Name of Company: _____

Date: _____ Signature: _____

Project Superintendent

Project Superintendent (printed name)

Date: _____ Signature: _____

Project Manger

Project Manager (printed name)

Date: _____ Signature: _____

Lead Safety Representative

Lead Safety Representative (printed name)

COMPETENT PERSON IDENTIFICATION

Each trade partner shall designate an employee(s) as a Competent Person(s). The qualifications for competent persons are identified in various Subparts of OSHA.

NOTE: Certain subparts have interpretations as to the qualifications and training required to be designated as a competent person (i.e. Subpart P – Excavations; Subpart L – Scaffolding; etc.)

_____ is hereby designated as Competent Person for _____
(Name) (Company Name)

on the Flintco, LLC _____
(Project Name)

_____ has proven capable of identifying existing and predictable hazards
(Name)

and has direct authority to take corrective measures in eliminating them.

Sincerely,

Name _____

Title _____

Company _____

Date _____

SAFETY REPRESENTATIVE IDENTIFICATION

Pursuant to the requirements of Chapter 13 of the Flintco Safety Manual, each trade partner shall designate a safety representative to oversee the trade partner’s environmental, safety and health activities.

_____ is hereby designated as Safety Representative at the Flintco, LLC
(Name)

(Project Name)

_____ has the education and/or experience to perform the tasks as
(Name)

outlined in the section titled “Safety Representative Credentials” of Chapter 13 of the Flintco, LLC Safety Manual and employs the following credentials.

The safety representative shall be present on site during all trade partner work activities. The trade partner shall identify an alternate safety representative in the event the primary safety representative is absent from the project.

Sincerely,

Name _____

Title _____

Company _____

Date _____

Safety Administration

Safety Protection Guidelines

Purpose

Flintco, LLC is committed to achieving an Incident and Injury Free workplace environment. Our mission will encourage and support the growth of a culture dedicated to Flintco 4 LIFE by fostering a learning environment accountable to excellence and continual improvement. Achieving this goal largely depends upon the positive actions and attitudes of all employees and their willingness to contribute to the overall team effort.

Each individual Flintco LLC employee and trade partner employee, has an obligation to know, work by and obey all applicable safety and health laws, regulatory requirements, codes and project specific requirements as they apply to their scope of work.

Time, money, schedule nor budget can be used as a defense for violating a safety regulation or policy.

Class A: Willful – Immediate Termination

A Class A violation is one that the employee intentionally and knowingly commits. The employee is aware that a hazardous condition exists, knows that the condition violates a standard or other obligation of policy, and makes no reasonable effort to eliminate it. It is anything that puts a person or persons in immediate and extreme danger with complete disregard of safety practices and the safety program.

Examples include, but are not limited to workplace violence, under the influence or in possession of drugs or alcohol, possession of firearms or weapons, or directing someone to perform unsafe act.

The first, Class A offense for an employee may result in immediate termination from all Flintco, LLC projects for a period of up to one year.

Class B: Serious – Three-day Suspension and Retraining of Employee

A Class B violation is where there is a substantial probability that death or serious physical harm could result. It is an offense that violates the Flintco 4 LIFE Essentials. A poor judgment, a poor choice or the attempt to “workaround” a safety requirement by anyone on a project where it has been determined the employee has training to know better. Additionally, it is a serious offense when a person in an oversight position has the responsibility for the safety of a crew and fails to correct the recognized hazards inherent to being in a management position.

For example, a supervisor or employee is observed in a threatening or dangerous situation. Examples include but are not limited to working from a height greater than six feet without using fall protection/prevention, working in a trench deeper than five feet without cave-in protection, performing energized work.

The first substantiated Class B shall be a suspension from work on Flintco, LLC projects for three consecutive scheduled workdays. After the three-day suspension, and before the employee begins work, the employee shall complete the training requirement and attend another safety orientation for the project.

If the employee works without another Class B offense for a period of 12 consecutive months, the employee’s record will be cleared of the offense. The second substantiated Class B Serious offense within the same 12- month period will result in termination of employment from all Flintco, LLC projects for a period of not less than one year.

Class C: Other than Serious – Written Warning

A Class C violation is one that has a direct relationship to job safety and health, but not likely to cause death, serious physical harm or major property damage. One whereas a manager there was no willful intent to put an employee at risk. Examples of Class C offenses will be discussed upon site specific orientation, the project's first Toolbox talk and monthly Toolbox talks thereafter. Examples may not be all inclusive and Flintco, LLC reserves the sole discretion in making the determination.

The first substantiated Class C offense for an employee will result in a written warning. Duplicates of the employee notice will be sent to Flintco Employee Services department, the Flintco Safety Department and the trade partner's management representative, if applicable.

The second substantiated Class C offense for an employee within a 12-month period will result in a suspension from work on all Flintco projects for three consecutive scheduled workdays. Upon returning to work after the three- day suspension the employee shall complete another site-specific safety orientation.

Prior to returning to work on a Flintco, LLC project, the employee must:

1. Appear before the Flintco, LLC senior project staff (Project Director, Project Manager, and Project Superintendent) to discuss the employee's understanding of Flintco Safety Program.
2. Obtain that group's approval to be reinstated.
3. Upon reinstatement approval, the employee will attend another orientation and conduct the Toolbox talk meeting once a week for one month.

The third substantiated Class C offense for an employee within the same 12-month period will result in termination of a Flintco, LLC employee and removal of a trade partner employee indefinitely.

Disciplinary Combinations

If an employee receives a Class B, with a three-day suspension, and has not taken steps to reduce the Class B to a Class C, and then receives a Class C within the 12-month period, the employee shall receive an additional three-day consecutive suspension from work on all Flintco, LLC projects.

If an employee has received a Class B and a Class C within a 12-month period and then receives a second, Class C within that 12-month period, that employee shall receive a six-day consecutive suspension from work on all Flintco projects.

Note: In all cases after each suspension, the employee will be required to attend another orientation of the project safety rules and present the Toolbox talk for four consecutive weeks. The Flintco Safety Department shall lead the effort in training the employee to complete these requirements.

The following additional conditions are for clarification purposes only and are not meant to be all-inclusive. The final discretion in making any determination relating to safety violations will be solely Flintco LLC.

- Offenses can be observed and reported by any employee. Reports of offenses must be given to a member of Flintco, LLC project management staff.
- An offense does not have to be observed to be considered a recordable offense. If an offense can be substantiated by facts, it will be considered a recordable offense. As an example, if an employee falls without wearing a safety harness where one is required, it would be a recordable offense even if no one other than the employee observes the fall.
- The employee or employees who violate Flintco, LLC Safety Program may be charged with an offense regardless of whether their action was willful or unintended. It is the employee's obligation to know the rules and regulations. Flintco, LLC is to respond to the employee's

request for information and/or equipment in order to work safely, but in no event is the employee to put him or herself in an unsafe work situation.

- Any supervisory or management employee who observes an offense and does not actively attempt to rectify the offense will be judged as having also committed the offense. If a Flintco, LLC Foreman or Superintendent has an employee in their crew or crews, and under their supervision for 12 months, that has received two Class B's within a 12-month period, that Supervisor shall meet with the business unit Area Manager and the area Safety Manager. The Supervisor shall present the actions that will be taken for raising the level of Safety compliance within that crew, unless that Supervisor has issued one or both of the Class I notices.
- If any employee disputes the determination of an offense or how an offense is classified, the employee may appeal the determination or classification first to the Flintco, LLC Project Director and then to the Flintco LLC Division President or Vice President.

These disciplinary procedures do not supersede or replace disciplinary actions—including termination of employment—resulting from work rule infractions such as, but not limited to tardiness, excessive absenteeism, insubordination, substance abuse, and related infractions. Suspensions or terminations of Flintco employees are without pay.

Project Safety Services Program

This program is an opportunity for an individual to reduce a Class B Deficiency Notification. A Flintco employee who has received his/her first Class B shall be given the opportunity to reduce that Class B to a Class C, through the Project Safety Service such as Arrowhead Academy or in-house course

completion (a trade partner employee would have to present a course completion certificate from an outside source). The Flintco, LLC employee may request this opportunity from the Project Manager, and if approved by the Project Manager, the individual shall complete the following requirements within two months of the approval. The Flintco, LLC Safety Department shall lead the effort in training the Flintco, LLC employee to complete this requirement. If another Safety Protection Policy Class B or a Class C is written against this individual in a 12-month period, the Project Safety Service shall be cancelled.

The individual, if a Flintco, LLC employee, shall conduct one Toolbox meeting with the Flintco crew on the Project. If the individual is a trade partner employee, that individual shall conduct a Toolbox talk with each Trade partner (same Company) crew on site. The content of the Toolbox talk shall be to review the conditions that resulted in the Class B being issued and to reinforce the need for all Project Site employees to understand and practice the commitment to the Project Safety Rules.

The employee shall conduct a Safety Checklist Audit and complete at least five Improvement Observations per week for a period of two months. The observations shall be thorough and fulfill the intent of the process.

The employee shall conduct four Toolbox talks in a two-month period. The meetings shall be attended by a member of Flintco Project Management and shall be documented.

The previous requirements may be altered to meet project conditions and workforce levels. Any deviation to the requirements shall be approved by the safety professional that is monitoring Project Safety.

Safety Lunch Protocol

GOAL: To have a consistent experience across all offices that educates the attendees and celebrates the milestone.

When to have one (criteria)

- Safety lunches should be held every 90 days
- If a recordable incident has occurred during the 90 days, have the trade partner (foreman, safety rep or the injured worker) give a short ‘lessons learned’ statement to the group
- That trade partner is NOT eligible to win prizes
- All projects will have safety lunches

Preparation

- Make sure the job site is clean
- Prepare an agenda outlining the subject matter. The agenda should be available in English and Spanish
- No work should take place during the safety lunch
- Create a training presentation that applies to the work in progress. The lunches are to be educational in addition to celebratory
- Use the Flintco, LLC Safety Lunch Checklist
- Have standard fare (i.e. hot dogs/ hamburgers); it does not have to be catered
- Have door prizes
- Have a sound system

Invitees

- Check the availability of the office management prior to scheduling the safety lunch
- Invite your key contacts, owners, owners’ reps, safety reps, architects/principles, engineers, and sub tiered consultants as well as the trade partners. The more we can spread the word about Flintco, LLC and make connections the better
- Make sure our staff is spread out during the lunch and fellowshiping with all the guests. This is a ‘working’ event

Feedback

- Ask how our safety lunches compare to others so we can evaluate our success
- Ask if they have seen consistency from one Flintco, LLC site to another



Safety Lunch Checklist

Project _____

Date/Time _____

	Item	Responsibility	Remarks
	Location		
	Number of Participants		
	Banner/Job Sign for Event		
	Platform/Stage		
	Generator		
	Heater		
	Sound System		
	Invitations		
	Tables/Chairs/Tablecloths		
	Name Tags		
	Restroom Facilities		
	Food/Beverages		
	Safety Presentation Topic		
	Agenda/Speakers		
	Parking Arrangements		
	Photographer		
	Barricades		
	Directional Signage for Site/Invite		
	Other:		

Smoke Free Workplace

In keeping with the Company's intent to provide a safe and healthful work environment, and to avoid potentially harmful effects of inhaling passive smoke, lighted tobacco, Vapor or "E" cigarettes use is prohibited throughout the indoor workplace whether work is being performed or not, and no lighted tobacco use shall be allowed within twenty-five (25) feet of the entrance or exit of any indoor workplace facility specified in this Policy. This Policy also includes all "vapor" or "E" cigarette type devices.

The indoor workplace includes, but is not limited to, all company offices, warehouses, job site trailers, employee lounges, restrooms, conference rooms, classrooms, lunchrooms and cafeterias, hallways, any other spaces used or visited by employees and the public. (By definition, a building is considered an indoor workplace once framing is started, whether totally enclosed or not.) Company vehicles and any other facility being utilized either permanently or temporarily for company business operations are to be considered "the workplace".

This policy applies and should be enforced equally to all employees, visitors, customers, trade partners, and suppliers.



Steve Eikanger, President

All facilities covered under this Policy will post signs or decals, at least 4"x 2" in size, at each entrance to the building(s) indicating that the site is Smoke/Vapor and E cigarette - Free. Each facility, other than K-12 educational facilities, may have designated smoking areas outside the interior building footprint, no closer than 25 feet from any entrance or exit of any building specified in this Policy.

K-12 Educational Projects / Facilities

This Policy also prohibits lighted tobacco products, the use of snuff, dip, chewing tobacco or any other form of tobacco product, including Vapor and "E" cigarettes, in the buildings and/or on the grounds of any educational facility which offers early childhood education programs or in which children in grades kindergarten through twelve are educated. At the discretion of the owner, Career and Technology Centers may designate smoking/tobacco use areas away from general traffic areas and completely out of sight of children less than eighteen (18) years of age.

Violation of the Company Smoke-Free Workplace Policy may result in disciplinary action up to and including termination of employment and/or removal from the project.

Substance Free Workplace

It is the policy of Flintco, LLC/Oakridge (“Company”) to maintain a work environment that is safe for all persons, including the community, and conducive to attaining high work standards. To achieve these objectives, the Company is committed to maintaining a drug and alcohol-free workplace. This includes the misuse of legal drugs, any activity with illegal drugs, the presence of alcoholic beverages or alcohol consumption and other matters prohibited by this policy.

Prohibited Conduct

The company prohibits the following conduct in company offices, workplaces, job locations and company vehicles at all times and in all personal vehicles while on company business:

- Distributing, dispensing, manufacturing, possessing, selling, using or the presence in the body of illegal drugs or controlled substances including but not limited to marijuana, cocaine, “crack”, heroin, PCP, morphine, hydrocodone, oxycodone, hydromorphone, oxymorphone, cocaine, methadone, methaqualone, LSD, narcotics, amphetamines, opiates, barbiturates, and anabolic steroids. Distributing, dispensing, manufacturing, possessing, selling or using drug paraphernalia.;
- Distributing, dispensing, manufacturing, possessing, selling, or using alcoholic beverages. The presence of alcohol in the body at a blood alcohol level of 0.04% or above during working hours is a violation of this policy.
- The possession of alcohol in original and sealed containers given or received as gifts will not be considered a policy violation. Further, the possession and moderate use of alcohol by individuals who are of the legal minimum drinking age or older as part of an authorized Company social function is not prohibited by this policy.

- Abuse of legal (“prescribed”) drugs including but not limited to distributing, dispensing or selling prescription drugs or being impaired by legal drugs in any manner contrary to the specified restrictions imposed by a valid prescription. An employee is impaired by legally prescribed drugs when use of the drugs adversely affects the employee’s ability to perform job, interact with others, exercise judgment and/or work safely.

Where job related and justified by business necessity in the opinion of management, the company may require that use of prescription and non-prescription drugs be reported to supervisors.

Drug-Free Workplace Commitment

The Company is frequently engaged in federal work for which the Company is required to comply with the Drug-Free Workplace Act of 1988.

As a condition of new and continued employment with the Company, all employees must certify:

1. They will abide by the terms of this policy by refraining from manufacturing, distributing, dispensing, possessing, selling, or using illegal drugs and/or controlled substances;
2. Notify the Company in writing of any state or federal criminal drug statute conviction, including a plea of no contest (nolo contendere), for a violation occurring in the workplace, no longer than 5 calendar days after the date of conviction (or entering of the plea). Written notice of a conviction described above must be submitted to the employee’s supervisor, foreman or company officer within the 5-day period. Failure to submit this notice to the appropriate person within the 5-day period will automatically result in termination.

Disciplinary action for a conviction will be instituted within thirty (30) days of receipt of notice by the Company.

Any employee who has knowledge of any violation of the Company's Drug-Free Workplace Commitment is required to immediately and fully report the matter to the HSE Corporate Director. Employees who fail to report violations will be subject to discharge.

Employees and Applicants with Valid State Medical Marijuana Licenses

Under this Policy, employees and applicants with valid state medical marijuana licenses who are not covered by federal substance testing requirements will not be discriminated against or penalized solely based upon their status as a medical marijuana license holder. Nor will the Company take action regarding employees and applicants with valid state medical marijuana licenses who are not covered by federal substance testing requirements solely based upon the results of a drug test showing positive for marijuana or its components.

However, violation by any employee of the Company's Substance Free Workplace Policy may result in discipline, up to and including termination.

Refer to your state's Medical Marijuana Policy, found on the Commons, or contact your Area HR representative for more information.

Testing Substances for Which Individuals May Be Tested

Applicants who have been offered conditional employment, and current employees may be subject to testing which will be evaluated for the presence of any or all of the following substances: Marijuana (grass, pot, joint, weed, hash); Opiates/synthetic narcotics including codeine (schoolboy), hydrocodone, hydromorphone (juice, dillies, D=s, No. 2's, No. 4's), meperidine, methadone (dolophine, dolly), oxycodone (percodan, percs), oxymorphone, propoxyphene (darvon, darvocet), heroin (smack, junk, horse, H, gum,

dust, Mexican brown, china white), and morphine (morphine sulphate, M., morph, Miss Emma); Cocaine (coke, crack, blow); Phencyclidine (PCP, angel dust, killer weed, super grass, hog, peace pill); Amphetamines including amphetamines (dexadrine, speed, moth, crystal, dexies, hearts, whites, beauties), methamphetamines (desoxyn, uppers, pep pills, bennies, meth, crank), methylenedioxyamphetamine (ecstasy), methylenedioxymethamphetamine, and phentermine; Barbiturates including amobarbital (nembutal, yellow jackets), butalbital (amytal, fiorinal, blue devils), pentobarbital (seconal, reds), and secobarbital (phenobarbital); Benzodiazepines including diazepam (valium), chlordiazepam (librium, tranks, downers), alprazolam (xanax), and clorazepate; Methaqualone; and drugs for which the United States Department of Health and Human Services has established an approved protocol and positive threshold level.

Laboratory

All testing will be conducted on a monitored and controlled basis by a laboratory certified for forensic testing pursuant to guidelines or regulations of the federal Department of Health and Human Services (NIDA) or be accredited for forensic testing by the College of American Pathologists or other organizations that possess additional certifications or licenses required by applicable state statutes.

Testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by applicable state statutes. Testing methods and cutoff levels will be in compliance with any other applicable state statutes.

Collection

The collection of samples for drug and/or alcohol testing will be performed under reasonable and sanitary conditions by individuals who are qualified by applicable state statutes.

Samples will be collected in sufficient quantity for splitting into two separate specimens, to provide for any subsequent independent analysis in the event of a challenge of the test results of the main specimen. There will be no direct observation of an applicant or employee in the process of producing a urine sample except as allowed by state statutes.

Sample collection will be documented and a written record of the chain of custody of the sample will be maintained from the time of the collection of the sample until the sample is no longer required.

Absent extraordinary circumstances, the inability of an individual to timely submit the required quantity of urine specimen for testing purposes will be deemed a refusal to test and subject the individual to termination.

Split Sample Retest

After notification of a confirmed positive test result, the applicant/employee has seventy-two (72) hours to make a written request for a retest. Upon such a request, a split sample of the applicant's/employee's original specimen may be retested at a laboratory of the applicant's/employees own choosing. The laboratory chosen by the applicant/employee to perform retesting of the split sample must possess any certifications and licenses required by federal or state statutes. The applicant/employee who requests the split sample retest in order to challenge the results of a positive test result will pay all costs of the split sample retest, unless the split sample test result is negative. In that event, the Company will pay the employee for the cost of the split sample retest.

Type of Drug/ Alcohol Testing

All applicants/employees will be subject to drug and or alcohol testing at the discretion of the company under the following circumstances:

1. Applicant (Pre-hire) Testing - All applicants who receive a conditional offer of employment for a particular job classification may be required to undergo drug testing.
2. Reasonable Suspicion Testing
 - a. When there is reasonable suspicion to believe an employee has violated the provisions of this policy, the employee will be subject to drug and/or alcohol testing.
 - b. Before an employee is tested for reasonable suspicion, a supervisor and the HSE Corporate Director must substantiate and concur in the decision to test. At least one of the two must have received training for detecting symptoms of drug and /or alcohol use. Any supervisor of the employee and the HSE Corporate Director may substantiate and concur in a decision to test, even though the HSE Corporate Director has not observed behavior of the employee indicating drug and/or alcohol use. The supervisor and HSE Corporate Director may concur by phone.
 - c. Any time the Company reasonably believes an individual is under the influence of drugs or alcohol, the Company may require a drug or alcohol test. Circumstances causing the Company to require testing of an individual may include, but are not limited to:
 - Drugs or alcohol on or about the individual's person or an individual's vicinity;
 - Conduct on the individual's part that suggests impairment or influence of drugs or alcohol;
 - A report of drug or alcohol use while at work or on duty;
 - Information that an individual has tampered with drug or alcohol testing at any time;
 - Negative performance patterns; or
 - Excessive or unexplained absenteeism or tardiness.
3. Post-Incident Drug/Alcohol Testing Protocol - If an employee's conduct contributed or could have contributed to an accident while at work which results in an injury to the employee or another person or damage to property, including damage to equipment, the employee may be

required to undergo drug and or alcohol testing. If the Company conducts a post-accident test, the Company will require employees whose conduct contributed or could have contributed to the accident to undergo a drug or alcohol test, whether or not they reported an injury. Screening shall be initiated as soon as possible, but not later than two (2) hours after the incident occurrence. Any worker's refusal to submit to screening shall be treated in the same manner as a "positive" finding. Any worker who withholds notification of an incident for longer than one (1) hour after the alleged event shall be evaluated by the Flintco Site HSE Manager and if declared to be negligent shall be subject to being permanently removed from the project.

4. Random Selection Testing

- a. Employees in specific designated job classifications may be required to undergo drug testing on a random selection basis. This includes all regular full time, conditional, part-time and contract employees occupying the designated job classifications.
- b. To assure that the selection process is random, all regular full time, conditional, part-time and contract employees in designated job classifications will be placed in a common random selection pool.
- c. The mechanism for selecting employees for testing will result in an equal probability that any employee from the random selection pool will be selected, and the Company does not have discretion to waive the selection of any employee selected under the mechanism
- d. Management will determine the percentage of employees in the designated job classifications that will be tested every twelve (12) months. All persons in the random selection pool will be subject to be randomly picked more than once or not picked at all during the annual period.

e. The random selection mechanism will be by a computer program.

5. Scheduled Periodic Testing

- a. Employees in the following specified groups may be required to undergo drug testing that is scheduled routinely for all members of that group.
 - Corporate officers.
 - When the Company is required to certify that it maintains a drug free workplace pursuant to any statutes, regulations, bid requirements, contract clauses or agency/ownership requirements, affected groups of employees will be subject to testing.
 - Employees promoted or transferred to a safety sensitive, security sensitive, management or supervisory position may be administered a drug test prior to assuming the responsibilities and duties of the safety sensitive, security sensitive, management or supervisory position.

6. Post-rehabilitation Unannounced Testing

- a. Any employee who successfully completes to the Company's satisfaction an approved drug and/or alcohol rehabilitation/counseling program will be required to undergo a drug and/or alcohol test prior to returning to work. The drug and/or alcohol test will be at the company's expense. The employee must contact the HSE Corporate Director who will schedule the return to work test, the collection facility and laboratory.
- b. At the discretion of the Company, employees who have returned to work upon satisfactory completion of a company approved Employee Assistance Program; counseling or rehabilitation program for drug and/or alcohol abuse may be required to undergo unannounced drug and/or alcohol testing. The employee may be required to undergo unannounced drug and/

or alcohol testing for a period of two (2) years, based on the written recommendation of the rehabilitation professional.

Conditions of Initial and Continuing Employment

All applicants and employees are required as a condition of initial and continued employment to comply with the following requirements:

1. Voluntary, written, continuing consent (as required by the Company) authorizing the collection of specimen(s) from the employee for the purpose of testing to detect Company specified levels of drugs and/or alcohol;
2. Submission to any drug and/or alcohol testing, under the terms and conditions imposed by this policy, throughout the employment relationship as a condition of employment;
3. Voluntary, written consent to authorize the testing facility to release all test results and conclusions to the Company;
4. Acknowledge that test results must be negative for drug and/or alcohol detection at the levels specified in the testing criteria and available to employees upon written request.
5. Acknowledge that revocation of any authorization required by this policy constitutes immediate, voluntary termination of employment.
6. Employee and Applicant who receives a positive test for marijuana will be asked to demonstrate they possess a valid state medical marijuana license.

Medical Review Officer

The Medical Review Officer (“MRO”) will be qualified by applicable state statutes, or any other applicable entity, and have knowledge and training to interpret and evaluate an individual’s test results together with the individual’s medical history and any other relevant information. Confirmed positive test results may be reviewed by the MRO. As a part of the review, the MRO will notify the individual

who received a confirmed positive test result and afford the individual an opportunity to provide a confidential explanation and evidence, if any, why the result should not be deemed positive.

Confidentiality of Testing Records

All drug and/or alcohol testing records and documents generated, as a result of this policy, is confidential and the property of the Company.

1. All test results and related records will be maintained separate from other personnel records.
2. Test results and related records will not be used in any criminal proceeding, or any civil or administrative proceeding, except: in those actions taken by the Company, or in any action involving the individual tested and the Company, or unless the records are ordered released pursuant to a valid court order. Additionally, the employee grants permission to the Company to release testing records and/or results for purposes of unemployment, Workers’ Compensation and other employment-related disputes and/or legal actions.
3. Test results and related records will be made available to the applicant or employee for inspection and copying.
4. Test results and related records will not be released to any person other than the applicant or employee unless the individual tested grants permission in writing after the receipt of the test results for such release, or such records are required to be released pursuant to a valid court order.

Inspections for Alcohol and Drugs

Reasonable unannounced searches of Company premises and personal searches of employees and others while entering, on, or leaving the premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, meal containers and baggage of such persons may be conducted. These searches would be performed by authorized personnel and could include the use of

scent trained dogs. Entry upon company premises constitutes consent to such searches. Individuals upon company property have no expectation to privacy to a search of Company property or the individual's personal property.

Individuals refusing to allow an inspection will not be detained or forced to submit to the inspector. Refusal violates Company policy and constitutes voluntary termination of the employment relationship.

Any items prohibited in this Policy which are found during an inspection may be turned over to law enforcement authorities.

Discipline

Refusal to provide consent and/or revocation of consent, failure or refusal to submit to testing and/or inspection

1. An employee's refusal to sign the Company's Consent Form, the revocation of signed Company Consent Form, or the refusal/failure to submit to a drug and/or alcohol test when so requested constitutes insubordination and serious misconduct that will subject the employee to:
 - Substance Free Workplace Policy
 - Termination of employment;
 - Immediate removal from the premises; and
 - Barring future access to any Company premises and job locations
2. Any applicant who refuses to sign a Company Consent Form, revokes a signed Company Consent Form, or refuses/fails after a conditional offer of employment to submit to a drug test when so requested is considered to have voluntarily withdrawn his/her employment application.
3. Absent extraordinary circumstances, the inability of an individual to timely submit the required quantity of specimen for testing purposes will be deemed a refusal to test and subject the individual to termination.
4. Refusal to timely permit inspection or search of personal property or areas under the employee's control when requested to do so by management, or to timely produce and submit a substance to management for content testing and evaluation will subject the employee to termination of employment.

Confirmed Positive Test Results

A "confirmed positive test result" shall mean an illegal or controlled substance level equal to or greater than the threshold limits for a NIDA 5- panel protocol and/or a blood alcohol content of 0.04% or greater.

1. Any employee who receives a confirmed positive test result will be subject to termination and barred from Company premises and job locations.
2. Any applicant who receives a confirmed positive test result will be considered to have voluntarily withdrawn his/her application for employment.
3. Any applicant who receives a confirmed positive test result will not be eligible to reapply for employment for a period of two (2) years after the date of the confirmed positive test result.
4. Employee and Applicant Positive Marijuana Tests: An employee or applicant who receives a positive test for marijuana will be asked to demonstrate they have a valid state medical marijuana license.

All Other Violations

1. All other violations of this policy by employees which are not specifically noted above will subject the employee to disciplinary action, up to and including termination of employment.
2. Any invitee or employee of any trade partner who violates any provision of this policy will be subject to penalty action, the severity of which shall be determined in the sole discretion of the Company.

Suspension Pending Investigation

Any employee who is the subject of an investigation regarding possible violation of this policy may be placed on temporary suspension without pay pending full investigation of the matter. If such an investigation results in a finding of no violation of this policy, the suspended employee will be returned to work and will be paid lost wages during the suspension based on a 40 hour work week.

Appeal Procedure

Upon notice that the drug and/or alcohol test result has been confirmed positive by the Medical Review Officer, the individual may appeal the test result by the following procedure:

1. Within seventy-two (72) hours of notice, the individual may request a confirmatory retest of the original sample. The request must be in writing and made directly to the Medical Review Officer or HSE Corporate Director,
2. If the confirmatory retest result is positive and the individual does not believe the test result is valid, the individual may present any evidence why the test result is not valid to the HSE Corporate Director within three (3) working days,
3. If the individual does not believe he/she has violated this policy and is subject to discharge, the individual may present any evidence to support the individual's position to the HSE Corporate Director within three working days and,
4. If the individual so desires, he/she may have the opportunity to voluntarily resign prior to management's making a final decision regarding the positive drug and/or alcohol test result.

Employee Assistance Program (EAP)

The management of the Company strongly encourages all employees to seek outside counseling or help for whatever problems they may have that might affect their ability to perform their job as required. Employees are urged to contact

the HSE Corporate Director about the Employee Assistance Program for help in resolving any such problems.

1. Any employee who asks for help will be referred to the Company EAP.
2. Self-referred participation in rehabilitation through the EAP will not result in disciplinary action. However, successful completion of the company-approved program will be required for continued employment pursuant to the Company's policy.

To avoid possible adverse consequences for refusing to take a drug and/or alcohol test or testing positive, self-referral to rehabilitation must be made prior to notification that the individual is scheduled for a drug and/or alcohol test.

Participation in rehabilitation through the EAP will not waive disciplinary action where warranted for violations of rules and regulations.

Not a Contract/Guarantee of Employment

Nothing in this policy is to be construed as a contract or a guarantee of employment for any period or as altering the at-will relationship of the Company and employee, meaning that either party can terminate employment at any time for any reason, or no reason.

Trade Partners/Suppliers

Every trade partner and supplier and every other person entering the Company's vehicles, offices and work locations shall be required to comply with this policy, to give written certification required by this policy and to supply any other proof requested by the Company from time to time to demonstrate compliance with this policy.

Changes or Modifications

The Company reserves the right to change the provisions of this policy at any time. Written notice of all changes or modifications to the policy will be given to affected employees thirty (30) days prior to implementation of the changes or modifications.

ACKNOWLEDGMENT OF RECEIPT OF POLICY

I acknowledge that I have received Flintco/Oakridge's Statement of Substance-Free Workplace Policy and Marijuana Use, Possession or Impairment Policy for Non-DOT Employees. I certify and promise that I will abide by all terms of this policy and understand that my failure to do so will result in disqualification for employment.

Recipient (please print)

Recipient Signature

Date

EMPLOYEE/ APPLICANT CONSENT AND WAIVER

I, _____ (print name) authorize Flintco, LLC/Oakridge to conduct, through its designated physician or laboratory testing facility, tests to screen for alcohol and/or drugs and understand that this is a requirement for employment and/or continued employment. I voluntarily authorize the release of all test results to the Company and for the Company to use the results for decisions relating to my employment and/or continued employment.

As an applicant, I fully understand and acknowledge that an offer of employment is entirely conditional upon several factors including but not limited to voluntary submission to substance tests(s) and satisfactory test(s) results.

Applicant Signature

Date

Workplace Violence

Scope

Flintco, LLC is committed to provide a workplace that is free from violence by establishing preventative measures against workplace violence, by holding perpetrators of violence accountable, and by aiding and support to victims. Violent acts, whether on-duty or off-duty, affect the ability of all employees to perform their jobs. Flintco, LLC will apply all useful management tools to prevent and reduce the effects of violence on victims, as well as hold perpetrators of violence accountable for their actions. Violations of this policy, by any individual, will lead to disciplinary action, up to and including discharge, and/or legal action as appropriate.

Prohibited Conduct

Prohibited conduct on Flintco, LLC jobsites and facilities includes violent behavior, physical attacks, verbal or physical threats of violence, physical intimidation, stalking, and property damage committed by or against Flintco, LLC staff, contract workers, temporary employees, clients, or anyone else on a Flintco, LLC jobsite or property. Examples of personal situations that could pose a risk of violence in the workplace and should be reported to the appropriate authority at Flintco, LLC include, but are not limited to:

Prohibited Behaviors:

- **Workplace violence** includes, but is not limited to: intimidation, bullying, stalking, threats, physical attack, property damage, or domestic and family violence. This includes acts of violence committed by or against Flintco, LLC staff, contract workers, and temporary employees. Such incidents may also involve clients, visitors or vendors.

- **Intimidation** includes but is not limited to unwarranted behavior intended to frighten, coerce, or induce duress whether by an individual or group of individuals.
- **Physical attack** is unwanted or hostile physical contact including but not limited to hitting, fighting, shoving, restraining, or throwing objects.
- **Property damage** is intentional damage to property and includes property owned by employees, trade partners, clients, visitors or vendors.
- **Threat** is the expression of intent to cause physical or mental harm. An expression constitutes a threat without regard to whether the party communicating the threat has the present ability to carry out the threat and without regard to whether the expression is contingent, conditional, or future.
- **Weapons** are any objects that may be used to intimidate, attack, or injure another person or to damage property. Objects understood to have a primary function as a weapon are not allowed on Flintco, LLC jobsites.

Support and Protections

Flintco, LLC will make efforts to protect victims of workplace violence by offering all feasible security measures. Victims may also need special accommodations or adjustments to their work schedule, work location or working conditions in order to enhance their safety. Flintco, LLC and its trade partners will accommodate these requests and needs whenever possible and appropriate.

Reporting Workplace Violence: Violence in process or immediate threats: Remove yourself from the situation.

Employees subject to violence in progress or immediate threats should quickly remove themselves from the situation, to a safe location. Once away from the violent situation any such incident should be immediately reported to your manager, and/or the Flintco, LLC Site Safety representative for emergency response coordination with local police or other authorities if needed. The reporting party should remain away from the situation until permission to return to work is granted by management.

Examples of Immediate Threats:

- Fighting
- Destruction of property
- Direct or veiled threats to kill/harm self or others
- Person displays a gun, knife, or other instrument that could cause harm (possession of weapons will result in removal from all Flintco, LLC jobsites)
- Person makes a statement that they will go get a weapon
- Person is out of control by yelling, screaming, flailing arms, or throwing dangerous objects

Potential threats or threats of an uncertain nature:

Potential threats of violence or threats of an uncertain nature should be immediately reported to your manager, and Flintco, LLC Site Safety Manager.

Examples of Potential Threats:

- Preoccupation with violence or weapons
- Confrontational, angry, unpredictable, or agitated behavior
- History of violent, reckless, or antisocial behavior
- Increased stress in personal life, including suspected domestic or family violence
- Substance Abuse

Flintco, LLC will assess the nature of any threat and may refer the reporting party to local police, depending upon the circumstances.

Incident Analysis

Purpose

The purpose of this SOP is to accurately investigate incidents which result in or have the potential to result in injuries, and/or property damage. Incident investigation is crucial to identify factual information, why they occurred and how to prevent similar incidents.

Definitions

Incident- An unplanned, undesired event that adversely affects completion of a task.

Near Miss- An Incident in which no property was damaged, and no personal injury was sustained, but where, given a slight shift in time or position, damage or injury easily could have occurred.

Injury or Illness- An abnormal condition or disorder. Injuries include cases such as, but not limited to, a cut, fracture, sprain, or amputation. Illnesses include both acute and chronic illnesses, such as, but not limited to, a skin disease, respiratory disorder, or poisoning.

First Aid - A one-time, short-term treatment and requires little technology or training to administer. First aid can include cleaning minor cuts, scrapes, or scratches; treating a minor burn; applying bandages and dressings; the use of non-prescription medicine; draining blisters; removing debris from the eyes; massage; and drinking fluids to relieve heat stress.

Recordable Incident - Injuries are considered by OSHA to be work-related when an event or exposure in the work environment causes or contributes to the condition. These include fatalities, unconsciousness, loss of workdays, restricted work activities, job transfers, or medical care beyond first aid.

Lost Time Incident - An on the job accident that results in an employee being absent from the

workplace for a minimum of one full day workday. The absent day does not include the day during which the accident occurred.

Reportable Incident - Notify OSHA when there is a fatality or suffers a work-related hospitalization, amputation, or loss of an eye on the jobsite.

- A fatality must be reported within 8 hours.
- An in-patient hospitalization, amputation, or eye loss must be reported within 24 hours.

Property Damage - Loss of use of tangible property, whether or not the property has been damaged.

Responsibilities

Employees

- All injuries, incidents, near misses, and property damage shall be reported immediately to supervisor.
- Report any unsafe work conditions to your supervisor that may result in an incident or property damage.

Supervisors

- Evaluate and respond to incidents as appropriate.
- Follow the Crisis Flow Chart. Details for the Crisis Flow Chart can be found at each project site.
- Contact local HSE Representative within 1 hour of incident.
- Investigate and submit the Incident Report to the local HSE Area Manager.

HSE Department

- Document incidents for regulatory and internal reporting.
- Coordinate and/or assist in appropriate response to incidents.
- Notify the local HSE Area Manager.
- Submit Incident Report to Director of HSE, HSE Regional Director or HSE Area Manager, and HSE Administrative Assistant.

Procedure

Document Incident Scene

The first priority should ensure the incident site is safe and secure. As you review the scene, record and take pictures of items such as:

- Equipment and devices that were used at the time of the incident
- Positions of appropriate machine guards and controls
- Position of employee at the time of incident
- Housekeeping conditions of the area
- Weather conditions
- Lighting and noise levels

Collect Information

Collect all names and contact information for all witnesses and involved employees. Interview witnesses and effected personnel as soon as possible. The below are some tips for collecting information:

- Gather a team to collect information including injured employee, employee's supervisor, Flintco onsite Superintendent, Flintco onsite Foreman, Flintco HSE and any other necessary team member
- Conduct the interview in a language that the interviewee can understand. Use a translator if necessary
- Receive written statements from witnesses and injured party
- Emphasize the goal of the investigation is to prevent future incidents
- Take notes and be thorough. Only factual information shall be gathered. Avoid opinions and never make assumptions
- Ask the team what they think could have prevented the incident
- Finally, summarize the information that was collected to verify validity

Complete Incident Form

The Flintco Incident Form should be filled out upon completion of the investigation. Only document factual information in the Flintco Incident Form. All parties shall sign off on the form.

The Flintco Incident Form shall be submitted to Flintco HSE Area Manager upon completion for final review. Include pictures, witness statements, Pre-Task Plan, and Incident Form.

Determine Causal Factors

Corrective Actions

Corrective Actions that was determined by Causal Factors shall have the following:

- A person assigned as the responsibility party for the task
- Set a completion date for Corrective Actions to be completed
- Follow up and verify corrective actions have been completed by responsible party

Injury and Incident Reporting

All injuries, incidents and near misses by Flintco LLC employee, trade partner employee, any third party, auto injury, and property damage must be reported immediately. Improper reporting will result in employee discipline.

1. All injuries, incidents, near misses and property damage shall be reported immediately to supervisor.
2. Incidents that are not reported immediately to your supervisor are subject to denial of worker's compensation benefits. **DO NOT** seek medical attention (unless life threatening) without contacting your supervisor first.
3. On the day of injury, the project team will call the HSE Area Manager, Project Director and Area Manager.
4. The area HSE Manager, Project Director or Area Manager will notify the Division President and the Director of HSE.
5. If the injured is transported by ambulance or is hospitalized notify the Division President and the Director of HSE.
6. Once the injured person has been triaged, the incident analysis will begin.
7. The incident analysis team will be made up of the Project Superintendent, Project Manager, HSE Area Manager, Project Director or Area Manager.
8. The first notification needs to be sent out to injury@flintco.com by the end of shift. The completed incident analysis needs to be sent to injury@flintco.com as soon as possible. Sometimes, it is not the same day.
9. The HSE Area Manager to update OSHA 300 log when applicable.
10. The documentation shall include witness (' statement(s) signed by the witness ('), injured worker(s) statement(s) signed, photos of the scene. Use the "Root Cause Analysis Technique", a method from the Incident Analysis Toolbox found on the Commons.
11. The Incident Analysis form is to be filled out **COMPLETELY**.
12. After the first notification is sent to injury@flintco.com, the project PM, Superintendent, Trade Partner supervision, Injured Employee, Witnesses, and HSE Area Manager are to meet to determine Root Cause.
13. All parties will sign the signature page of the Incident Analysis form.
14. After all parties have signed the Incident Analysis form, the form will be emailed to the HSE Area Manager for review. The HSE Area Manager will submit the Incident Analysis form to injury@flintco.com.
15. If the incident results in a case with restrictions and/or lost time days, the Director of HSE will request a telephone conference call to review the incident. The Director of HSE will set day/time for review call. The conference call will be attended by the Division President, Area Manager, Project Director, Project Superintendent, Project Manager, and others at the request of the Director of HSE or Division President for a personal review of the incident with company President and CEO, Peter Kozicz. A completed, signed copy of the Incident Analysis form will be emailed to injury@flintco.com by the HSE Area Manager, prior to the conference call. The time frame for corporate review will be no later than three working days after the date of the incident.

16. All other incidents, at the discretion of the Director of HSE, may require conference calls. The Area Manager and Division President will be notified when such conference call is required.
17. All auto incidents must be reported immediately to injury@flintco.com by the HSE Area Manager.
18. For incidents that involve property damage, report immediately to injury@flintco.com by the HSE Area Manager.
19. When an incident involves a visitor or any third party, a call must be immediately made to the Director of HSE, Division President and/or Area Manger then reported to injury@flintco.com by the HSE Area Manager.
20. All forms pertaining to this section are located in the Document Center on the Commons.

Asbestos Management Program

The purpose of this program is to ensure that all employees are safeguarded from the occupational health and safety risks associated with asbestos.

Federal, State, Local Regulations

- NESHAPS 40 CFR Part61
- EPA 600/4-80-005
- OSHA 29 CFR 1926.1101
- OSHA 29 CFR 1910.134
- EPA 40 CFR 260-265
- OSHA 29 CFR 1910.1001
- Enter project-specific requirements

Building Owners

1. Prior to any demolition or renovation activities, the building owner is responsible for conducting an inspection for asbestos in the affected portion of the building.
2. The owner must notify Flintco, LLC of the presence, location, and quantity of asbestos containing material in the building.
3. Notification shall be in writing and must be accompanied by an asbestos survey.
4. If asbestos abatement is conducted under the direction of the owner Flintco, LLC will not allow work to commence until the owner provides Flintco, LLC a clean air report.

Project Managers

1. Prior to any demolition or renovation activities, the project manager shall obtain from the building or facility owner a copy of the asbestos survey identifying the presence, location, and quantity of asbestos containing material in the affected area of the building.
2. The project manager shall provide a copy of the asbestos survey to the superintendent and trade

partners or any other affected party prior to the start of any work.

3. The project manager shall also review local codes and ensure that we are in compliance with any permitting or notification requirements of that locale.

Superintendents

1. Prior to any demolition or renovation activities, the superintendent shall review the asbestos survey and become familiar with the location, type, and quantity of asbestos in all work areas.
2. The asbestos survey shall be posted and made available to all workers on site.
3. The results of the survey must be communicated to all Flintco, LLC field labor, trade partner personnel, and any other affected party prior to start of work.
4. The superintendent shall ensure that all employees working on site have sufficient asbestos awareness training. The HSE Department shall be contacted to determine the length and scope to the training required. Documentation of such training shall be kept on file and made available for review upon request.

General Requirements

Flintco, LLC does not and will not perform asbestos abatement related activities under any circumstances. Under normal circumstances Flintco, LLC will not contract directly with a licensed asbestos abatement company, transporter or dumping facility. This policy will not be deviated from without written permission from the Risk Management Vice President.

Building Inspections/ Surveys

1. All buildings regardless of age shall be inspected for asbestos prior to any demolition or renovation activities.
2. No building shall be considered exempt from the required asbestos inspection based on age or date of last renovation.
3. If during construction activities a suspect material is discovered that was not part of the original inspection, work must be stopped immediately. The area will be cordoned off until an inspection of the material can be completed by a qualified inspector.
4. Individuals engaged in the sampling of suspected asbestos containing material must meet minimum federal and state training requirements including (but not limited to) the possession of a valid Asbestos Inspector License.
5. If the inspection indicates the presence of asbestos-containing material and these materials will be disturbed due to demolition or renovation activities, then they shall be removed by a licensed asbestos abatement trade partner.

Emergency Procedures

1. Every effort will be made to identify the presence and location of all asbestos containing material prior to demolition or renovation activities minimizing the chance of accidental disturbance. Upon identification or accidental release of asbestos containing material or the accidental release should occur, the following steps should be followed immediately:
 - a. Stop work immediately, wet material, and vacate the area.
 - b. Notify supervision of the disturbance.
 - c. Isolate the area to prevent entry by others.
 - d. Post danger signs to inform other personnel of the hazard.

e. Shut off or temporarily modify the air handling system to prevent the distribution of asbestos fibers to other areas.

f. Do not attempt to clean up debris.

g. Suspect material must be evaluated and tested immediately.

h. Do not reenter the areas until tests are confirmed.

Training

1. All workers shall be trained on the hazards associated with asbestos and the procedures for safely working around asbestos materials without endangering themselves, their coworkers, or other building occupants.
2. This is regardless of the fact that the asbestos has already removed, and we are in receipt of a clean building report.
3. Training will include:
 - a. Health effects of asbestos
 - b. The types, properties and uses of asbestos
 - c. The hazards of asbestos fiber inhalation and ingestion
 - d. Types of activities which could release asbestos fibers
 - e. The proper response to fiber release episode

Bloodborne Pathogen Program

Purpose

An infection control plan must be prepared for all persons who handle, store, use, process, or dispose of infectious medical wastes. This infection control plan complies with OSHA requirement, 29 CFR 1910.1030, Bloodborne Pathogens. The plan includes requirements for personal protective equipment, housekeeping, training, and a procedure for reporting exposures.

Responsibilities

- Flintco, LLC HSE Department will conduct the Bloodborne Pathogen Program and maintain records of training and inspections for this program.
- Management will ensure proper conduct of the program through inspections, record keeping and periodic audit.

Definitions

Biological Hazard - The term biological hazard or biohazard is taken to mean any viable infectious agent that presents a risk, or a potential risk, to the wellbeing of humans.

Medical Wastes/ Infectious Wastes - All waste emanating from human or animal tissues, blood or blood products or fluids. This includes used first aid bandages, syringes, needles, sharps, material used in spill cleanup and contaminated PPE or clothing.

Universal Precautions - Refers to a system of infectious disease control that assumes that every direct contact with body fluids is infectious and requires every employee exposed to be protected as though such body fluids were infected with bloodborne pathogens. All infectious/medical material must be handled according to Universal Precautions (OSHA Instruction CPL2-2.44A)

Hazards

Unprotected exposure to body fluids presents the possible risk of infection from a number of bloodborne pathogens notably Hepatitis and HIV.

Hazard Control

Engineering Controls - prevention of exposure to bloodborne pathogens engineering controls include proper storage facilities and containers, syringes designed to prevent accidental needle sticks, autoclaves and disinfectant equipment.

Administrative Controls - prevention of exposure to bloodborne pathogen administrative controls include universal precautions, assignment of PPE, employee training, use of spill kits specifically designed for blood and body fluids, restricted access to waste collection points and waste disposal procedures.

Reporting and Record Keeping

Any reports required by OSHA will be maintained by the Flintco, LLC HSE Department. All reports (Training Certificates, Notice of HBV Vaccinations, exposure reports) will be maintained for the duration of employment plus 30 years. Occupationally contracted HBV or HIV will be recorded on the OSHA 300 Log of Occupational Injuries and Illnesses as an illness. Exposures to bloodborne pathogens from contact with sharps will be recorded on the OSHA 300 Log of Occupational Injuries and Illnesses if treatment such as gamma globulin, hepatitis B immune globulin or hepatitis B vaccine is prescribed by a Physician.

Training

Employees will have access to a copy of the exposure control plan at time of hire and anytime thereafter. Access to a copy of the exposure control plan shall be provided in a reasonable time, place, and manner. All personnel assigned duties as EMT, Paramedics, First Aid Station Staff, HAZMAT

responders, Custodial Employees (those that clean rest rooms, etc.) will receive initial and annual training by a qualified medical practitioner on the Bloodborne Pathogen Program. Additionally, personnel trained in First Aid shall be offered this annual training. All new and current affected employees will be trained initially and annually thereafter. The content of the training program will include:

1. Company Policy
2. Types and transmission of Bloodborne Pathogens
3. General Safety Rules
4. Universal Precautions
5. Use of Personal Protective Equipment
6. Medical Waste Disposal Procedures
7. Post Exposure Treatment and Procedures
8. HBV Vaccinations

Training will be by Control of Bloodborne Pathogens Training certificate.

All Employees not affected by this Program will receive an overview of the program requirements during scheduled department meetings with documentation.

Hepatitis-B Virus (HBV) Vaccinations

Occupational Health Professionals and those required to provide first aid or emergency response duties or medical care on a routine basis will be offered Hepatitis-B Virus (HBV) Vaccinations at Company expense. Employees that transfer to a job or their job is reclassified to include exposure to bloodborne pathogens will be offered HBV Vaccinations within 10 working days of the transfer or reclassification.

The choice for HBV vaccination is not mandatory. If an affected employee chooses not to have the vaccination at the initial offering, they will have the opportunity to be vaccinated when they are ready.

The Company will document the offer, acceptance or declination, and vaccination dates with the Notice of HBV Vaccinations Form.

Post Exposure Treatment and Notification Procedures

Should an affected Employee or an Employee acting as a “Good Samaritan” be occupationally exposed to HIV/HAV/HBV the affected Employee will report the exposure to their immediate supervisor. Flintco, LLC will provide for the employee to be tested for HIV/HAV/HBV at company expense. Following the initial blood test at time of exposure, seronegative employees will be retested at 6 weeks, 12 weeks and 6 months to determine if transmission has occurred. During this period, the employee will follow the recommendations provided by the Physician or the US Public Health Service.

An “occupational exposure” is defined as blood or body fluid contact from an injured or ill Employee to the affected Employee or injury by a contaminated sharp object.

Following the report of exposure, Flintco, LLC or Company Assigned Medical Clinic will contact the exposure source and request that person be tested for HIV/HAV/HBV at company expense. The request is not mandatory and if refused will not affect that employee’s future employment.

The source individual’s blood is tested as soon as possible and after consent is obtained to determine HBV and HIV infectivity. (Hepatitis B surface Antigen, Hepatitis C Antibody and HIV Screen)

The exposed employee’s blood shall be collected as soon as feasible and tested for HBV (Hepatitis B Antibody, Hepatitis C Antibody) and HIV serological status after consent is obtained (Employee Consent for HIV Antibody Testing).

During all phases of Post Exposure, the confidentiality of the affected Employee and exposure source will be maintained on a “need to know basis”. The Bloodborne Pathogens Exposure and Treatment form is used to document the

exposure and offer of medical assistance to the affected Employee and use the Medical Consent for Bloodborne Pathogens Testing form for the exposure source. The results of any HIV/HAV/HBV tests conducted will be provided to the exposed and source Employees within 5 business days of receipt.

General Procedures

The following procedures must be followed by personnel when in medical rooms or laboratories. All supervisors must ensure that their staff is trained in proper work practices, the concept of universal precautions, personal protective equipment, and in proper cleanup and disposal techniques.

Resuscitation equipment, pocket masks, resuscitation bags, or other ventilation equipment must be provided to eliminate the need for direct mouth to mouth contact in groups where resuscitation is a part of their responsibilities.

Eating, drinking, smoking, applying cosmetics or lip balm, and handling contact lenses are prohibited in work areas where there is a potential for exposure to any health hazard. Food and drink must not be stored in refrigerators, freezers, or cabinets where blood or other potentially infectious material is stored or in other areas of possible contamination.

According to the level of risk, wearing laboratory or protective clothing may be required for persons entering infectious disease laboratories. Likewise, showers with a germicidal soap may be required before exit.

Gowns, aprons, or lab coats must be worn whenever there is a possibility that body fluids could splash on skin or clothing.

Gloves must be made of appropriate disposable material, usually intact latex or vinyl. They must be used in the following circumstances:

- When the employee has cuts, abraded skin, chapped hands, dermatitis, or similar conditions.
- When examining abraded or non-intact skin of a patient with active bleeding.

- While handling blood or blood products or other body secretions during routine laboratory procedures.

Handwashing facilities shall be readily available at all work locations or antiseptic solutions/ towelettes will be provided for use. Employees must wash their hands immediately, or as soon as possible, after removal of gloves or other personal protective equipment and after hand contact with blood or other potentially infectious materials.

All procedures involving blood or other potentially infectious agents must be performed in a manner that will minimize splashing, spraying, and aerosolization.

Medical Wastes

Medical/infectious waste must be segregated from other waste at the point of origin. Medical/infectious waste, except for sharps (i.e., razor blades, broken glass, needles, etc.) capable of puncturing or cutting, must be contained in double disposable red bags conspicuously labeled with the words "INFECTIOUS WASTE" and "BIOHAZARD."

Used needles or other sharps (razor blades, broken glass, scalpels, etc.) must not be sheared, bent, broken, recapped, or re-sheathed.

Infectious sharps must be contained for disposal in leak-proof, rigid puncture-resistant containers. Infectious waste contained as described above must be placed in reusable or disposable leak-proof bins or barrels that are conspicuously labeled with the words "INFECTIOUS WASTE" and "BIOHAZARD." These waste barrels are picked up regularly by an outside company licensed to handle infectious wastes.

All infectious agents, equipment, or apparatus must be disinfected in an autoclave or otherwise disinfected before being washed or disposed of. Each individual working with infectious bio-hazardous agents is responsible for disinfection and disposal of these agents.

Biological wastes that do not contain radioactive or hazardous substances may be disinfected by steam sterilization (autoclave) then disposed of in the regular trash.

Liquid bio-hazardous waste may be disposed of in the sewage system following chemical decontamination.

Reusable glassware must be decontaminated in sodium hypo chlorite (household bleach) solution (1:9) prior to rinsing and acid washing. The glassware must then be sterilized in an autoclave.

To minimize the hazard to firefighters or emergency response personnel, at the close of each workday and before the building is closed, all infectious or toxic material must be placed in a refrigerator, placed in an incubator, or autoclaved or otherwise disinfected.

Infectious agents must not be placed in an autoclave and left overnight in anticipation of autoclaving the next day.

Floors, laboratory benches, and other surfaces in buildings where infectious agents are handled must be disinfected with a suitable germicide, such as 1:9 sodium hypo chlorite solution (household bleach) as often as necessary as determined by the supervisor.

The surroundings must be disinfected after completion of operations involving planting, pipetting, centrifuging, and similar procedures with infectious agents.

Infectious agents must not be dumped into the building drainage system without prior disinfection.

Cuts

If an employee has a needle stick, cut, or mucous membrane exposure to another person's body fluids he/she must report the incident immediately to the Supervisor on the project and/or HSE Department.

Blood Exposure

All employees exposed to human blood and blood products must report to the HSE Department for

information and possible inclusion in the Hepatitis B Immunization Program.

Infection Control Plan

The purpose of the Infection Control Plan is to protect the health and safety of the persons directly involved in handling the materials, Company personnel and the general public by ensuring the safe handling, storage, use, processing, and disposal of infectious medical waste. This plan complies with OSHA requirement proposed for 29 CFR1910.1030, Bloodborne Pathogens.

Universal precautions: Refers to a system of infectious disease control which assumes that every direct contact with body fluids is infectious and requires every employee exposed to be protected as though such body fluids were infected with bloodborne pathogens. All infectious/medical material must be handled according to Universal Precautions (OSHA Instruction CPL2-2.44A).

The following universal precautions must be taken.

1. Gloves must be made of appropriate disposable material, usually intact latex or vinyl. They must be used:
 - when the employee has cuts, abraded skin, chapped hands, dermatitis, or the like.
 - when examining abraded or non-intact skin of a patient with active bleeding.
 - while handling blood or blood products or other body secretions during routine procedures.
2. Gowns, aprons, or lab coats must be worn when splashes of body fluid on skin or clothing are possible.
3. Mask and eye protection are required when contact of mucosal membranes (eyes, mouth or nose) with body fluids is likely to occur (e.g. splashes or aerosolization).

Waste Disposal Plan

1. Medical/Infectious waste must be segregated from other waste at the point of origin.
2. Medical/Infectious waste, except for sharps (e.g. razor blades, broken glass, needles, etc.) capable of puncturing or cutting must be contained in double disposable red bags conspicuously labeled with the words, "INFECTIOUS WASTE--BIOHAZARD."
3. Infectious sharps must be contained for disposal in leak-proof, rigid puncture resistant containers.
4. Infectious waste thus contained as described in procedures 2 and 3 above must be placed in reusable or disposable leak-proof bins or barrels which must be conspicuously labeled with the words, "INFECTIOUS WASTE -- BIOHAZARD." These waste barrels are be picked up regularly by an outside company licensed to handle infectious wastes.
5. Spills/Disinfectants: a solution of sodium hypo chlorite (household bleach) diluted 1:9 with water must be used to disinfect, following initial cleanup of a spill with a chemical germicide approved as a hospital disinfectant. Spills must be cleaned up immediately.
6. After removing gloves, and/or after contact with body fluids, hands and other skin surfaces must be washed thoroughly and immediately with soap or other disinfectant in hot water.
7. Other biological wastes that do not contain radioactive or hazardous substances may be disinfected by steam sterilization (autoclave) and then disposed of in the regular trash.
8. Liquid biohazard waste may be disposed of in the sewage system following chemical decontamination.
9. Reusable glassware must be decontaminated in sodium hyper chlorite (household bleach) solution (1:9) prior to rinsing and acid washing. Then the glassware must be sterilized in an autoclave.

PERSONAL PROTECTIVE EQUIPMENT FOR WORKER PROTECTION AGAINST HIV AND HBV TRANSMISSION

Task	Gloves	Apron	Mask	Eyewear
Control of Bleeding w/spurting blood	X	X	X	X
Bleeding Control w/minimal bleeding	X			
Emergency Child Birth	X	X	X	X
Blood Drawing	X			
Handling & Cleaning Instruments	X			
Cleaning Bio Spills	X			
Taking Temperature				
Giving Injection	X			
Measuring Blood Pressure				

The examples provided in this table are based on application of universal precautions. Universal precautions are intended to supplement rather than replace recommendation for routine infection control, such as hand washing and using gloves to prevent gross microbial contamination of hands (e.g., contact with urine or feces). Appropriate PPE shall be provided at no cost to the employee.

Cell Phone and Electronic Devices

Usage of Cell Phones/Personal Electronic Devices on Projects

The use of personal cell phones/personal electronic devices while at work presents a hazard or distraction to the user and/or co-employees. This policy is meant to ensure that cell phone/personal electronic device use while at work is both safe and does not disrupt business operations.

Therefore, personal cell phones/personal electronic devices are not allowed on any FLINTCO, LLC or its subsidiary jobsites except as described:

Employees of FLINTCO, LLC or its Subsidiaries

The on-site project staff is authorized to carry cell phones in accordance with policy below.

Employees of Trade partners / Suppliers

Any employee that the Trade partner / Supplier deems necessary to conduct business operations must get written permission from a member of the Flintco, LLC or subsidiary staff prior to use of cell phone on project site. They must then use the cell phone in accordance with policy below.

Cell Phone/ Personal Electronic Devices Policy

use of cell phones/ personal electronic devices is permissible during work hours for company business only. Personal use of cell phones/ electronic devices is only permitted during breaks and at lunch time and in designated areas. Before accepting an incoming or making an outgoing call, make sure that such activity will not compromise safety. When operating equipment, driving a vehicle on the jobsite or while performing any jobsite activity that a distraction may cause a potential safety threat, let all incoming calls go unanswered. You then may return the call when you have stopped the equipment, pulled the vehicle to a safe area or put yourself and those around you in a safe environment before returning the call.

Violating this policy will result in disciplinary action up to and including removal or termination.

Please contact your immediate supervisor should you have any questions or concerns.

Confined Spaces

Purpose

The purpose of this program is to protect employees including contract employees from the potential hazards of some confined spaces. This is to be accomplished using a permit system that is designed to prevent unauthorized entry into a potentially hazardous confined space and assure that potential hazards have been identified and eliminated or controlled prior to entry.

Definitions

Confined Space – A confined space means a space that:

- Is large enough and so configured that an employee can bodily enter and perform assigned work; and
- Has limited or restricted means for entry or exit (for example: tanks, vessels, silos, storage bins, manholes, hoppers, vaults and pits); and
- Is not designed for continuous employee occupancy.

Non-permit Confined Space - A non-permit confined space means a confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm.

Permit Required Confined Space - A permit required confined space means a confined space that has one or more of the following characteristics:

- Contains or has a potential to contain a hazardous atmosphere.
- Contains a material that has the potential for engulfing an entrant.
- Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross section; or

- Contains any other recognized serious safety or health hazard.

Entry - Entry means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

General Requirements

1. When planning any type of work involving a confined space the supervisor in charge must determine whether it is a non-permit confined space, or a permit required confined space. It must be assumed to be a permit required confined space unless the supervisor can assure that no actual or potential atmospheric hazards exist, and all hazards have been eliminated without entry into the space.
2. If a permit required confined space exists at one of our facilities, employees at that facility are to be informed of its existence and location. If it is a permanent confined space this may be done by posting a sign reading "DANGER – PERMIT REQUIRED CONFINED SPACE, DO NOT ENTER".
3. If trade partners are to be used to perform work that involves a permit required confined space the supervisor in charge must:
 - a. Inform the trade partner that a confined space is involved in the work to be performed.
 - b. Obtain a copy of the trade partner's confined space program and submit it for review.
 - c. Apprise the trade partner that potential atmospheric hazards may exist and that the trade partner is responsible for conducting complete atmospheric evaluation for known and suspected hazards.

- d. Coordinate entry operations with the trade partner and our employees
 - e. Debrief the trade partner at the conclusion of the entry operations regarding any problems that may have been encountered
4. An alternate procedure may be used to enter a permit required confined space provided the following conditions are met:
 - a. The only hazard posed by the permit space is an actual or potential hazardous atmosphere.
 - b. Forced air ventilation alone is sufficient to maintain the permit space safe for entry.
 - c. Monitoring and inspection data have been developed to demonstrate that the only hazard is a hazardous atmosphere and that forced air ventilation is sufficient to eliminate that hazard and the data has been documented and made available to each employee at the facility;
 - d. If an initial entry of the permit space is necessary to obtain the data, the entry is made in compliance with the permit required confined space entry procedure.
 - e. Entry into the permit space is performed in accordance with the following alternate procedure.

- b. Flammable gases – must be $\leq 10\%$ of lower explosive limit (L.E.L.)
- c. Toxic air contaminants – Hydrogen sulfide (H₂S) and Carbon Monoxide (CO).

4. There may be no hazardous atmosphere present whenever any employee is inside the space.
5. Continuous forced air ventilation from a clean source shall be used and shall be so directed as to ventilate the immediate areas where an employee is or will be present.
6. The atmosphere within the space shall be continuously tested to ensure a safe environment. If a hazardous atmosphere is detected each employee shall leave the space immediately and the cause of the hazardous atmosphere shall be determined.
7. The supervisor in charge shall verify that the space is safe, and this alternate procedure has been followed. The verification shall be made through a written certification signed by the supervisor in charge and shall be made available to each employee entering the space.

If this alternate procedure is followed entrants will not have to be authorized, attendants will not be required and the requirements of CFR 1926.1211(k) concerning rescue and emergency services will not be applicable.

Alternate procedure For Permit Required Confined Space Entry

1. Any conditions making it unsafe to remove an entrance cover shall be eliminated before the cover is removed.
2. When a cover is removed, the entrance must be promptly guarded by a railing or temporary barrier.
3. The internal atmosphere shall be tested with a calibrated direct reading instrument. The following conditions shall be tested in the order given.
 - a. Oxygen content – must be 19.5% to 23.5%

Permit Required Confined Space Entry Procedure

Hazard Identification

If a permit required confined space is involved in the work to be accomplished, then all potential hazards of that particular confined space must be identified. Some of the potential hazards of confined spaces may include:

- Oxygen deficiency
- Hazardous gases, liquids, or solids
- Energy sources
- Engulfment

- High temperatures
- Pyrophoric materials
- Hazards outside the confined space

Hazard Control

Once the potential hazards of a confined space have been identified measures must be taken to remove or control them. The methods used will depend upon the confined space to be entered and may include:

1. Control of hazardous gases or liquids by blinding
 - All piping that could potentially carry product or other material into the confined space must be isolated from the space by absolute closure of the pipe by fastening across its bore a solid plate which completely covers the bore.
 - Blinds should be as close as possible to the confined space to be entered.
2. Control of hazardous gases, oxygen deficiency and high temperatures by ventilation
 - Excavations that are to be entered as permit required confined spaces may require air movers to ensure a safe atmosphere.
 - All entry manways to a vessel should be opened for ventilation after the vessel has been properly depressurized, purged, blinded and isolated. Entry during this time is forbidden. Air movers may be necessary to speed up or ensure complete ventilation.
 - Air educators should be used to educt air from vessels. The use of air eductors to blow air into vessels should be discouraged.
 - Depending upon ambient temperature and other conditions, the temperature inside a confined space may become elevated. Proper ventilation will aid in improving the working environment.

3. Control of solids engulfment by excavation safety - The potential for solids engulfment by our personnel occurs primarily in excavations. This potential can be eliminated by proper excavation safety. Our personnel will follow the safety procedures outlined in 29 CFR Part1926.650.
4. Control of energy sources by lockout/ tagout - All energy sources associated with the confined space such as isolation valves and electrical circuits must be identified and locked out and/or tagged out as specified in the owner's lockout/tagout procedure (OSHA1910.147).
5. Control of pyrophoric materials - Certain vessels may contain Iron Sulfide deposits which will spontaneously ignite when dry. Such vessels should be thoroughly cleaned and purged prior to entry.
6. Control of external hazards - Control of hazards outside the confined space may be controlled by erecting barriers and posting signs.

Atmosphere Testing

To ensure a safe atmosphere within the confined space prior to entry the following procedure should be followed:

1. There must be adequate ventilation within the confined space to assure a representative sample of the atmosphere is being tested.
2. The test instrument used to determine oxygen, combustible gas, and hydrogen sulfide must be calibrated prior to use to ensure accurate results.
3. Immediately prior to issuing a confined space entry permit the following contaminant levels must be measured in the order stated:
 - a. Waste Disposal facilities - Oxygen and Combustible Gas

- b. LPG facilities – Oxygen, combustible gas, hydrogen sulfide
 - c. NGL, Crude Oil, and Refined Products facilities - Oxygen, Combustible Gas, Hydrogen Sulfide, and Benzene.
4. The Oxygen content must be between 19.5% and 23.5% before entry is permitted.
 5. The Combustible gas level must be not greater than 10% of the lower explosive limit (L.E.L.).
 6. The Hydrogen Sulfide concentration must not exceed 10ppm.
 7. The Carbon Monoxide concentration must not exceed 50 ppm.
 8. The analyzer sample probe must be inserted well into the confined space environment to ensure a representative test of the atmosphere.
 9. Continuous testing of the confined space atmosphere shall be conducted. The frequency of testing shall be the judgment of the employee in charge based on the conditions that exist.
 10. If the prescribed levels for Oxygen, Carbon Monoxide, Hydrogen Sulfide, cannot be obtained then respiratory protection must be used in accordance with our respiratory protection program

Confined Space Entry Permit

A confined space entry permit shall be completed and signed by the supervisor or other designated employee in charge of work involving a permit required confined space. The permit must include the following information.

1. Identity of permit space
2. Purpose of entry
3. Date of entry
4. Duration of entry
5. List of authorized entrants

6. List of eligible attendants
7. Hazards of the permit space
8. Methods to eliminate or control hazards
9. Acceptable environmental conditions
10. Testing equipment and procedures used to verify that acceptable environmental conditions are being met
11. Rescue and other services to be used in case of an emergency and means of communication with those services.
12. Rescue services to be provided on site if necessary
13. Personal protective equipment provided such as respirators, clothing, and retrieval lines
14. name of person in charge
15. Signature of person authorizing entry

Equipment

The person in charge of work to be performed in a permit required confined space shall ensure the following equipment is available as needed based on existing conditions and is in good repair and used by the employees involved.

- Testing and monitoring equipment
- Ventilating equipment
- Communications equipment
- Lighting equipment
- Barriers
- Equipment such as ladders needed for safe ingress and egress
- Personal protective equipment
- Rescue and emergency equipment

Attendant

1. An attendant must be posted outside the confined space at all times anyone is inside.
2. Maintain an accurate count of entrants during entry.

3. Recognize potential permit space hazards.
4. Monitor activities inside and outside the permit space.
5. Maintain communication with entrants.
6. Order entrants to evacuate the permit space when:
 - a. He observes a condition not allowed in the entry permit.
 - b. He detects behavioral effects of hazard exposure.
 - c. He detects a situation outside the space which could endanger the entrants.
 - d. He detects an uncontrolled hazard within the permit space.
 - e. He must leave the workstation.
7. Summon rescue and other emergency services, if necessary, when entrants need to escape.
8. Prevent unauthorized persons from entering the confined space.
9. Never enter the confined space to attempt rescue.
10. Properly use any rescue equipment provided and perform any other assigned rescue and emergency duties, without entering the confined space.

Person in Charge of or Authorizing Entry

1. Determine that the entry permit contains the requisite information before authorizing or allowing entry.
2. Determine at appropriate intervals that entry operations remain consistent with the entry permit, and that acceptable entry conditions are present.

3. Cancel the entry authorization and terminate entry whenever acceptable conditions are not present.
4. Assure that permit space is closed off and cancel permit when work is complete.

Rescue Team

1. If company personnel are used for rescue, they must be trained to use personnel protective and rescue equipment.
2. Company personnel used to rescue shall practice making permit space rescues at least once every 12 months. The practice must simulate anticipated types of permit spaces from which rescue are to be performed.

Training

All employees involved in permit required confined space work shall have received training on the requirements of this program and training appropriate to their assigned position prior to assignment.

Additional training shall be provided whenever there is a change in permit space operations that presents a hazard about which an employee has not previously been trained.

The supervisor in charge shall certify each employee's name, the signature or initials of the trainers, and the dates of training.

Construction Equipment Aerial and Scissor Lifts

1. Upon delivery, each, piece of equipment shall be checked to ensure all safety features are properly operating. If deficiency is found, equipment will be red tagged out of service until repairs are made and equipment is re-checked. This applies to all company-owned, rented and trade partner's equipment.
2. All vehicles in use shall be checked at the beginning of each shift to assure that the following parts, equipment, and accessories are in safe operating condition and free of apparent damage that could cause failure while in use: service brakes, including trailer brake connections; parking system (hand brake); emergency stopping system (brakes); tires; horn; steering mechanism; coupling devices; seat belts; operating controls; and safety devices. All defects shall be corrected before the vehicle is placed in service. These requirements also apply to equipment such as lights, reflectors, windshield wipers, defrosters, fire extinguishers, etc., where such equipment is necessary.
3. Heavy machinery, equipment, or parts thereof, which are suspended or held aloft by use of slings, hoists, or jacks shall be substantially blocked or cribbed to prevent falling or shifting before employees are permitted to work under or between them. Bulldozer and scraper blades, end-loader buckets, dump bodies, and similar equipment, shall be either fully lowered or blocked when being repaired or when not in use. All controls shall be in a neutral position, with the motors stopped and brakes set, unless work being performed requires otherwise.
4. When equipment is parked the parking brake shall be applied and equipment such as blades and buckets shall be placed on the ground.
5. All equipment including cranes, forklifts, skid steer loaders, aerial/scissor lifts, etc. shall have a reverse signal/back-up alarm audible above surrounding background noise. All equipment with reverse gears shall be equipped with back-up alarm. This will include concrete delivery trucks.
6. The operator must verify trailer chocks, supports, and dock plates are in place prior to loading/unloading.
7. A fire extinguisher is to be mounted on each vehicle and/or piece of equipment.
8. At the beginning of each shift, the operator shall check equipment prior to putting into service. All lift controls and equipment are tested/inspected before each use. All equipment will operate per manufacturer standards and training content shall include load capacity, instructions, distances, refueling, ramps, visibility, and balancer and counterbalances.
9. No modifications or additions which affect the capacity or safe operation of the equipment shall be made without the manufacturer's written approval. This includes attachments for lifting personnel.
10. All equipment that is fitted with ROPS (roll over protection system) protection shall also be equipped with seatbelts that shall be worn by operator and all passengers.

11. All vehicles with cabs that were manufactured with wind shields shall be equipped with wind shields and powered wipers. Cracked and broken windows are to be replaced.
12. Passengers are not allowed to ride on equipment unless a seat with a seatbelt is provided for that purpose.
13. All operators of company-owned, hired or rented equipment or motor vehicles must have a valid, appropriate driver's license, and have training for the piece of equipment they are operating.
14. "Free rigging" to the tines of a forklift is **prohibited**.
15. Load limits of equipment shall not be exceeded at any time.
16. All employees working in an aerial/scissor lift shall stand firmly on the floor and shall not climb on the rails or the edge of the basket and shall wear PFAS (personal fall arrest system).
17. Rated capacity of the lift shall not be exceeded and includes tools and equipment
18. Spotters must be used in close quarters where there is a chance of striking other equipment.
19. Aerial/scissor lifts shall have both platform (upper) and lower controls. Upper controls shall be in or beside the platform within easy reach of the operator. Lower controls shall provide for overriding the upper controls. Controls shall be plainly marked as to their function. Lower level controls shall not be operated unless permission has been obtained from the employee in the lift, except in case of emergency.
20. 100% tie off is required in all aerial and scissor lifts at all times.
21. Six (6) foot lanyards are not to be used in aerial lifts or scissor lifts. A SRL (yo-yo) or a lanyard four (4) feet or less in length shall be used to connect personnel to the manufactured anchor point.
22. Tying off to an adjacent pole, structure, or equipment while working from an aerial/scissor lift shall not be permitted.
23. All equipment covered by this subpart shall comply with the following requirements when working or being moved in the vicinity of power lines or energized transmitters, except where electrical distribution and transmission lines have been de-energized and visibly grounded at point of work or where insulating barriers, not a part of or an attachment to the equipment or machinery, have been erected to prevent physical contact with the lines:
 - a. For lines rated 50 kV or below, minimum clearance between the lines and any part of the crane or load shall be 10 feet.
 - b. For lines rated over 50 kV, minimum clearance between the lines and any part of the crane or load shall be 10 feet plus 0.4 inch for each 1 kV over 50 kV, or twice the length of the line insulator, but never less than 10 feet;
 - c. In transit with no load and boom lowered, the equipment clearance shall be a minimum of 4 feet for voltages less than 50 kV, and 10 feet for voltages over 50 kV, up to and including 345 kV, and 16 feet for voltages up to and including 750 kV;
 - d. A person shall be designated to observe clearance of the equipment and give timely warning for all operations where it is difficult for the operator to maintain the desired clearance by visual means.
 - e. Cage-type boom guards, insulating links, or proximity warning devices may be used on cranes, but the use of such devices shall not alter the requirements of any other regulation of this part even if such device is required by law or regulation;

f. Any overhead wire shall be considered to be an energized line unless and until the person owning such line or the electrical utility authorities indicate that it is not an energized line and it has been visibly grounded.

g. Prior to work near transmitter towers where an electrical charge can be induced in the equipment or materials being handled, the transmitter shall be de-energized, or tests shall be made to determine if electrical charge is induced on the crane.

h. The equipment shall be provided with an electrical ground directly to the upper rotating structure supporting the boom.

i. Ground jumper cables shall be attached to materials being handled by boom equipment when electrical charge is induced while working near energized transmitters. Crews shall be provided with nonconductive poles having large alligator clips or other similar protection to attach the ground cable to the load.

j. Combustible and flammable materials shall be removed from the immediate area prior to operations.

Cranes and Rigging

Crane Procedure

Cranes are a vital part of any construction operation. To ensure that they handle loads properly, safely and with greatest efficiency, the following guidelines are provided.

Operator Qualifications and Operating Procedures

Crane Operator Certification Procedure

All crane operators shall be evaluated and certified to operate the crane. Flintco's Crane Operator Certification documents shall be kept in the corporate office, available for review on the share drive and a copy shall be kept onsite.

Certified Crane Operator (CCO) designation shall be required. However, much training an Operator may have, the most important aspect of their work is how safely and efficiently they operate their designated piece of equipment. Crane Operators' skills **must be field verified** before their placement on a piece of equipment.

Cranes shall be operated only by the following personnel:

1. Designated operators who have been licensed by an approved agency or union and meet the requirements of Chapter 5, ANSI B30.5c-1992. Even if there are others on site that are qualified to operate the crane, only the **designated operator assigned by Flintco project staff**.
2. Trainees who are under the direct supervision of the designated operator
3. Inspectors certified for crane inspection
4. Test and maintenance personnel, when necessary

No one other than the above personnel shall be in or on the crane during operations. Exceptions

to the above are oilers, apprentice operators or supervisors whose duties may require their presence on the equipment.

Operating Procedures

The operator shall:

1. Not engage in any practice that may divert his or her attention while engaged in crane operations. This includes talking on a phone, (with or without hands-free equipment) listening to a radio station or listening to or watching television during the activity of moving or operating the crane.
2. Not operate the crane if physically or mentally unfit or taking prescription drugs that may affect judgment.
3. Not respond to any signal that is unclear or is given by anyone other than appointed signalmen. Exception: The operator shall respond to a stop signal given by anyone.
4. Not permit trainees to make initial lift. The operator shall perform the first lift to determine lift stability, crane function and general safety.
5. Have final responsibility and control over the crane operations. Whenever there is any doubt as to safety, the operator shall have the authority to stop and refuse to handle loads until safety has been assured.
6. Be familiar with the crane and its care, the operator's manual and load charts. He or she shall be responsible for notifying his or her supervisor of any needed adjustments or repairs, and for logging his or her findings in the crane log.
7. Shall, upon request, demonstrate his or her ability to determine total load weight and its relationship to the crane load charts.

Mobile Cranes

Operating Procedures

Rated load capacity charts recommended operating speeds, special hazard warnings, and other essential information must be conspicuously posted in all cranes, hoists and other equipment. Follow them at all times. All written reports on rated load tests showing the test procedures and confirming the adequacy of any repairs or alterations shall be kept on the equipment and in the Corporate Office and confirmed before use of the equipment.

Note: Never attempt to lift more than the rated capacity of any machine or its rigging.

The operator shall be responsible for:

1. The proper placement of the crane in relationship to the load to be handled and the landing area so as to obtain the best-rated lift capacity
2. Leveling the crane to within one degree of level and rechecking the level a minimum of three times during the eight-hour work shift
3. The proper placement and use of outriggers for all lifts except where the manufacturer permits otherwise
4. The determination of stable or unstable ground or footing. Should additionally floats, cribbing, timbers or other structural members be needed, they shall be of proper design and sufficient to uniformly distribute the load and are discussed in depth after Lattice Boom Cranes
5. The installation and maintenance of crane-swing radius protection
6. Assuring the correct load chart is available
7. Daily inspection of the crane before use
8. Maintaining a current inspection approved 20-pound ABC and/or CO2 fire extinguisher on the crane at all times
9. Reporting any defects and ensuring safety related items are corrected prior to use
10. Any changes in the setup of a crane on the project sites will be under the supervision of the Operator Superintendent or Warehouse Manager.

Load Rating

Determination:

1. The weight of all auxiliary handling devices, such as hoist blocks, headache balls, hooks and rigging shall be considered as part of the total load. Additionally, the weight of all items added to the load at the site must be determined and added to the total weight.
2. The operator shall be provided with a copy of the Bill of Lading, with the item weight clearly legible, to determine total load weight.

Crane Inspection

1. Cranes are required to be inspected daily, periodically and annually. Daily inspections are to be performed by the Operator prior to the start of any activity involving the use of the crane. The periodic inspection is to be performed by a designated Competent Person. His/her responsibility is to inspect all machinery and equipment prior to use on a monthly basis, or per manufacturer's recommendations, to make sure that it is in safe operating condition. Any defective equipment will be repaired before continued use. A record of the results of this inspection will be maintained by the Operator/ Flintco project personnel and must be on record at the project.
2. A thorough, annual inspection of all hoisting equipment is required to be performed by a Competent Person certified for inspection by an outside third party-agency. A record of the date and result of this inspection must be maintained in job-site records.
3. Cranes used in marine applications require annual certification by a government-licensed inspector.
4. All ropes must be thoroughly inspected before crane is used. The inspection must certify by record of date of inspection, ID of the rope inspected and signature of the individual performing inspection.

Cranes shall be inspected:

1. After setup and prior to initial lift
2. Before each shift
3. Monthly
4. After every malfunction
5. Completely, on an annual basis

There needs to be a daily inspection to check:

1. All control mechanisms for mal adjustment interfering with proper operation
2. All control mechanisms for excessive wear of components and co-lamination by lubricants or other foreign matter
3. All safety devices formal function
4. Deterioration or leakage in air or hydraulic systems
5. Crane hooks with deformation or cracks, sling and chokers for broken strands, fraying or linking
6. Electrical apparatus for malfunctioning, signs of excessive wear, dirt and moisture accumulation
7. Hooks, which must have spring-actuated closures that operate correctly
8. Adequate and readily available fire extinguisher on crane

Periodic and annual inspections shall be performed in accordance with the manufacturer's recommendations.

Manufacturer's rated load test showing test procedures and confirming the adequacy of all repairs and alterations

Record-keeping:

1. All records pertaining to the crane inspections shall be kept in the maintenance shop with a copy on the project site in the trade partner's site field office.
2. If, during any safety inspection, the operator or supervisor cannot produce the required crane inspection sheets, the crane shall as soon as possible be shut down and inspected.

Lattice Boom Cranes Assembly and Disassembly

1. 100% tie off policy when working at heights greater than six feet. Use double lanyard and full body harness.
2. Use JLG in lieu of climbing on boom lattice work, if available.
3. Use ladder to access top of crane cab and maintain tie off with static line.
4. Use ladder to access truck beds.
5. Worker awareness stressed at morning Safety Meetings.
6. Use caution when positioning body to pull wenches or align pins.
7. Use pry bar or extension to keep fingers and hands out of pinch points.
8. Wear substantial work gloves.
9. Operator is responsible to barricade swing radius of crane.
10. Assembly/Disassembly Director to check all rigging and lift weights/balances prior to assembly of boom or jib sections.
11. Inspect all rigging daily, nylon straps, ropes, shackles and chain hook assembly.
12. Use tag line to control pieces.
13. Keep all persons from underneath load line or in recoil range while stringing load line.
14. All equipment movement, truck deliveries of rock, crane pieces or cab movement are to be escorted in and out of assembly area.
15. Ensure truck driver is wearing proper PPE when out of his truck.
16. Ensure load is stable prior to allowing binders to be released.
17. Assembly/Disassembly Director is the designated competent person for erection requirements and stringing. The Assembly/Disassembly Director is in charge of the operation.
18. Competent person to check for all lift charts, fire extinguisher, boom angle indicator, overload

indicator, load line inspection, brakes, lights, etc. Ensure annual inspection and acceptance inspections are complete.

19. Keep all unnecessary personnel out of the assembly area.
 20. No one is to be underneath a suspended load.
 21. Operator to barricade swing radius of crane.
 22. Repeatedly sound horn if load becomes unstable.
 23. No manual lifting over 50 pounds per person.
 24. Warm up muscles before driving drift pins.
 25. Perform morning Stretch Don't Strain routine.
 26. Keep stair treads and work boots free from mud.
 27. Use extra caution when getting on and off rig during inclement weather.
 28. Erect crane on level rock surface; check track compression when test loaded.
 29. Check crane for level at multiple use positions.
 30. Engineer to review ground compressive strength for planned picks where crane will be used.
 31. Identify and protect overhead interferences including powerlines.
 32. Lower boom to 45 degrees and protect from wind as possible during high winds or severe thunderstorms.
 33. Verify top wind speeds crane is allowed to operate in by manufacturer.
 34. Work team to have daily safe card meeting.
 35. Test load - Only personnel involved in testing in immediate area! All other spectators are removed from immediate area.
5. Complete and submit a Critical Lift Plan for any picks in excess of 75% rated capacity of crane/ stick configuration, or if the lift will be a multiple crane lift.
 6. All rigging inspected and sized by a qualified rigger, IW. Rigger responsible for load balance, wind condition assessments, all elements erecting lift.
 7. Specialty rigging, i.e. spreaders and multi-choker assemblies to have capacity tags.
 8. Tag/remove damaged or worn rigging.
 9. Use mechanical equipment to move rigging as much as possible.
 10. Use qualified crane Operator.
 11. Inspect crane daily and fill out daily ticket book. Operator is the competent person to inspect crane prior to shift and is fully authorized to stop work for equipment safety deficiencies.
 12. Operator has last call on all picks.
 13. Maintain load chart on board and assess lifts per load weight and reach.
 14. Responsible to maintain swing radius barricades.
 15. Signals are to come from one designated person.
 16. Where radios are used because of an inability to maintain visual contact with the signal person, maintain a separate channel for communications.
 17. Signals from anyone other than the designated signal person, will be considered a stop signal and the lift stopped, until the unsafe condition has been corrected.

Crane Use

1. Competent Person to assess piece weights and assembly sequence prior to lifts. This activity is to be supported by the Site Engineer.
2. No employees are required to work beneath a suspended load.
3. Connectors may momentarily be under suspended loads in certain conditions.
4. Operator shall sound horn before swinging loads over people.

Crane Setup

One of the critical factors of proper crane setup is a "firm-supporting surface." For maximum capacity, the crane must be level. To maintain a level condition, however, the ground surface must be adequate to support the dynamic load of a "working" crane. The most common cause of accidents using rough terrain cranes is poor or improper setup. In order to clarify Flintco's

procedure on setup and operation of rough terrain cranes, the following shall apply:

In all cases, the crane manufacturer's recommendations shall not be exceeded.

A firm, level foundation capable of supporting the load and crane shall be provided. Regardless of the weight of the load, all lifts and sets must be performed with all four outriggers fully extended and holding all tires within the boundary of the outriggers off the ground.

Exception: If, due to configuration or physical location, all outriggers cannot be fully extended and grounded, approval* must be obtained from the Site Manager or Project Superintendent prior to making the lift or setting the load.

*Prior to approval from Site Manager or Project Superintendent being rendered under this exception, each individual crane setup must be physically reviewed. This procedure does not allow for blanket approvals to be given by the Site/Project Manager.

Pick-and-carry operations are allowed within the following guidelines:

1. A firm, level foundation that will support the load and the weight of the crane combined is provided.
2. On all lifts and sets, all four outriggers must be fully extended and holding all tires within the boundary of the outriggers off the ground, or approval is obtained from the Site/Project Manager.
3. Calculations to determine capacity shall be made based on "on rubber" configuration of the load chart. If the manufacturer prohibits lifting "on rubber," pick-and-carry operations are prohibited.
4. Investigate route to be followed for solid and level footing.
5. During carry, the load shall be secured or lashed to ensure stability.
6. An observer must be stationed to warn the

Operator while the crane, boom or load is in motion.

7. No one must come in contact with the motorized equipment or load while the equipment is in motion.
8. All tag lines must be constructed of non-conductive material.
9. Another precaution in order to avoid contact with the line includes installation of temporary sleeves on the power line. There is considerable hazard involved in this procedure, and the use of temporary sleeves must be evaluated on a case-by-case basis. Warning flags or other suitable devices may be positioned to define the allowable operating crane of the personnel or equipment.

Evaluating Amount of Support Needed

Four basic elements are to be considered:

1. Total Imposed Load
2. Supporting Surface Area
3. Pounds per Square Foot
4. Soil Stability

Total Imposed Load - The total imposed load includes the weight of all equipment on the outriggers, including the wind load.

Supporting Surface Area - The total surface of the outrigger area in contact with the ground and weight of the entire unit will determine the bearing pressure the crane and load exerted on the soil. When it is determined that the load bearing pressure exceeds soil stability the bearing area of the soil must be increased using additional cribbing; or the load must be reduced.

Cribbing to be used must be:

1. Strong enough to withstand the weight of the crane without major deflection, thus actually increasing the bearing surface
2. Bolted or secured together to prevent slippage or collapsing
3. In complete contact with the soil—no voids, unsupportable areas, etc.

Pounds Per Square Foot - Divide the load by the bearing area. Sample: What do you do with a crane and load that weighs 150 tons? Solution: Use four 2 ft. X 2 ft. floats = 16 sq. ft. = 9.38tons/sq. ft.

REMEMBER: Here it is assumed that each outrigger float is carrying 25% of the total load. This is not true in all cases. For example, moving the load over the corner outrigger concentrates a greater percentage of the load on that outrigger. The load percentage on each “corner” will vary, depending on the type of crane and operating radius. A good rule to follow is to assume each corner is carrying 85% of the total load. Thus,

One 2 ft. X 2 ft. float = 150 tons/4 sq. ft. = 37.5 X .85 = 31.8 tons/sq. ft.

Soil Stability - In the above step, bearing pressure was determined. This pressure is compared to the load-bearing qualities of the soil. There are basically three types of soils:

1. Granular soils, including sand and gravel
2. Fine-grained soils, including silts and clays
3. Organic soils, including peat

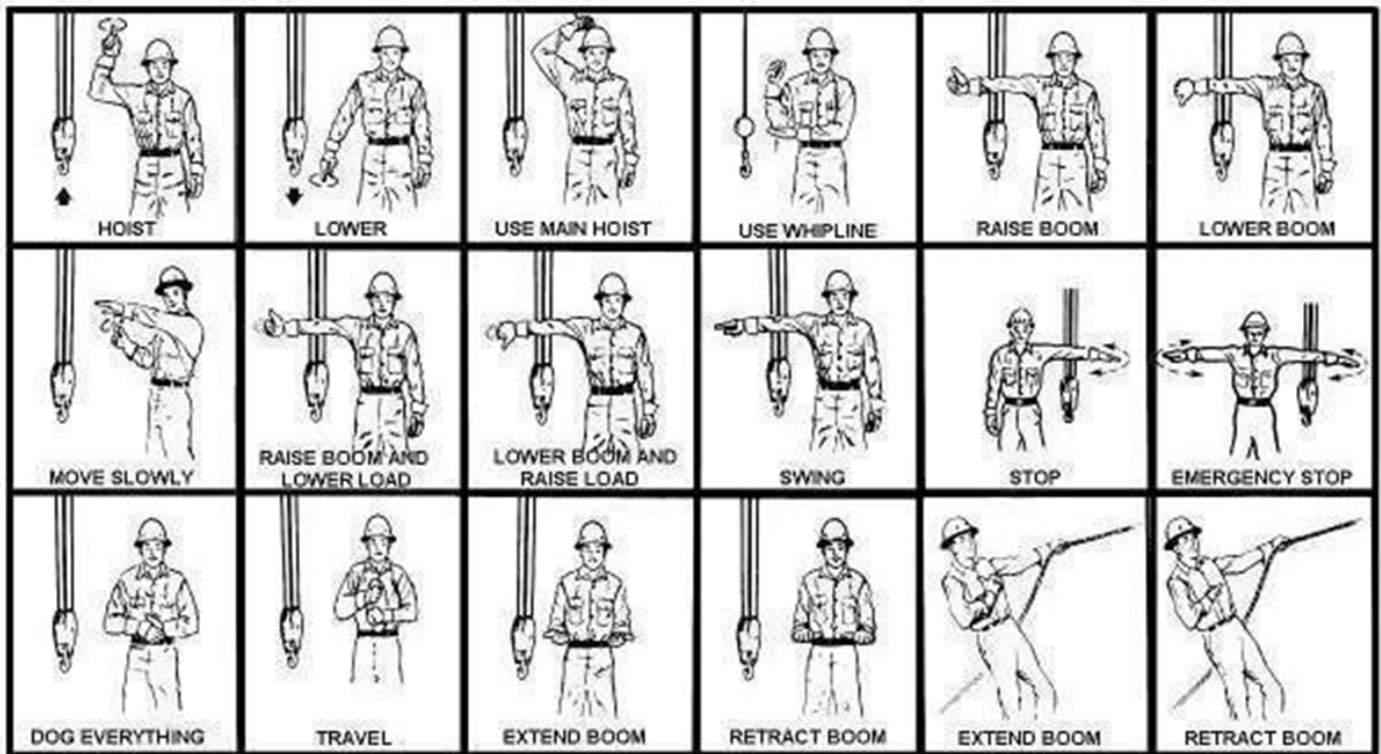
Different types of soils give different load-bearing pressure capability. When setting up a machine, the competent person should be able to distinguish between the three groups of soil, the approximate mixture of each, their moisture contents and their depth. Factors such as water tables and distance to excavation affect the soil’s ability to withstand the pressure without collapsing and must also be considered by the designated person.

Various tables are available that give the relative load-bearing capabilities of the soil types under static loads. Local building code departments are usually a good source for the tables.

Tower Cranes

1. Tower cranes will be equipped with a working wind gauge, windshield wiper, heater/air conditioner and two-way radio before the crane is placed in operation.

2. Riggers and others using the crane are free to recommend to their superintendent, foreman, project manager and/or the crane operator that crane operations are limited when conditions warrant, but the final decision to limit operation will be made by the Operator using manufacturer’s guidelines. The tower crane operator is responsible for notifying the Project Manager when conditions are nearing the manufacturer’s safe operation limits, so the Project Manager has the opportunity to decide to limit crane operations before the manufacturer’s limits are reached or exceeded. This responsibility should be communicated to the tower crane operator when he or she is first employed and at least annually thereafter.
3. Tag lines should be limited in length to not more than 20 feet, except as approved by the Safety Director or Project Manager.
4. A means of clear communication must be provided to the operator and ground personnel. Radio communication is required between the operator and the riggers and should include the project office as well.
5. In some instances, it may be necessary to provide a set of binoculars for the operator, depending on the project site conditions.
6. Provision should be made to rescue the operator in the event of a medical condition or other emergency while he or she is aloft. If the tower crane is to be used for emergency lifting of personnel who are injured, proper rigging must be made available and maintained in good condition.
7. These requirements apply to all tower cranes, whether owned and/or rented.
8. Operators must take signals from only one person. In an emergency, however, a STOP signal can be given by anyone. Only standard hand signals will be acknowledged.
9. Routine maintenance, fueling or repairs must not be performed while the equipment is in use.



Critical Lift Parameters

Certain situations require additional attention, crew coordination, use of additional equipment and sometimes changing equipment for larger capacity if the current crane in use would be over-loaded for a given load. **These situations always involve the need for approval from Flintco managers before the lift is to be made. Approval is conditional upon the Project Manager's, Equipment Manager's and Crane Operator's signatures on the critical pick document. The critical pick lifting parameters document must be maintained at the site in the project safety files.**

- Project management will need to consider the impact the loss of a load could have on the project:
 - Loss of life, property damage, equipment damage.
 - Possible shutdown of an operating facility and the ensuing litigation.
 - Damaged Flintco reputation, and loss of future work; and
 - The inability to meet scheduled deadlines due

to lead times for damaged material.

- Critical lifts approval shall be requested for all of the following situations:
 - Lifts in excess of 75% of the crane's rated capacity.
 - Multiple crane lifts, regardless of percent of rated capacity.
 - Lifts over "active" Process Piping, in excess of 50,000#, **unless the Client's Process Safety Management (PSM) procedures have a stricter limit.**
 - Lifts that either due to the extreme lead-time for replacement or value of the material, could adversely impact the project, shall have Critical Pick Lifting Parameters approved prior to proceeding with the lifts.
 - Flying loads over occupied buildings.

Handling the Load

Load Weight:

- No crane shall be loaded beyond its rated capacity.
- Weight of the load must be positively established

prior to handling. Check brakes and machine stability when load is still only inches above the ground.

3. When loads that are limited to structural competence rather than by stability are to be handled, the operator and supervisor shall, concurrently, determine that the weight of the load has been determined within plus or minus five percent ($\pm 5\%$) before the load is lifted.

Attaching the Load:

1. The load shall be attached to the hook by means of slings or other approved devices.
2. Shake out hooks are to be used for unloading trucks, and for moving steel in the laydown area only.
3. The material in the laydown area is to be raised only high enough to clear other material.
4. All other hooks will have safety latches installed or removed from service until they can be replaced.
5. Side loading of the boom is never permitted.

Moving the Load:

1. The operator shall be responsible for determining that the load is properly secured and balanced before making the hoist.
2. The operator shall position the hook over the load in a manner to prevent load swing.
3. The operator shall determine that the rope is properly seated on the drum and in the sheaves; the load line is non-kinked; and multiple part lines are not twisted around each other.
4. There shall be at least three wraps of line on the drum at all times.
5. Loads shall be controlled by the use of tag lines free of knots, splices or defects.
6. Employee in the area will stand clear of the load being raised.
7. Loads will not be moved over personnel.

8. Operator will repeatedly sound horn if load becomes unstable.
9. Operator shall sound horn before swinging load over people to give them time to move.

When leaving the control station of a machine, the following precautions should be observed:

1. Disengage the master clutch or shut off the engine.
2. Lower the crane load to the ground.
3. Set safety pawls on all drums where these are manually operated.
4. Set the swing brake and both traction brakes and/or locks to prevent machine movement.
5. Do not get on or off a machine when it is in motion. Adjustments, repairs or lubrication is not permitted on moving machinery.
6. No toolboxes, oil cans, choker racks, water coolers or similar additions may be placed in the barricaded radius of the swing or the counterweight where a person could conceivably be crushed. (Swing radius barricades must be in place.)

7. All crawler type equipment shall not be moved unless a Designated Flagger is in full view of the Operator giving signals.

8. Accessible areas within the swing radius of the superstructure of the crane will be barricaded to prevent an employee from being struck or crushed. Barricading must be substantial enough to prevent an employee from readily passing through the barrier.

Crane Work Near Overhead Electric Lines

1. Using guidelines of 1926.550 (a)(15)(i-vii) lines shall be de-energized or grounded or other protective measures shall be provided before work is started.
2. Any overhead line must be considered energized unless it is disconnected and physically grounded.

- No part of motorized equipment, including the load, may be allowed to get closer to bare live circuits or apparatus than the spacing indicated below:

Required Clearances from Live Electrical Lines	
Nominal Voltage, KV (Phase to Phase)	Minimum Required Clearance (in feet)
0-50	10
<p>For voltages over 50KV, the minimum clearance between the lines and any part of the crane is 10 feet + 4 inches for each 1 kV over 50 kV or twice the length of the line insulator but never less than 10 feet.</p> <p>In transit, with no load and the boom lowered, the equipment clearance is a minimum of 4 feet for voltages less than 50 kV, and 10 feet for voltages over 50 kV up to 345 kV, and 16 feet for voltages above 345 kV up to and including 750 kV.</p>	

- When it becomes necessary for a crane boom or any part of a crane or similar equipment to be swung, worked or moved (including in transit between worksites) within the required clearances listed above, the work is to be stopped immediately.
- The Rigging Superintendent, the Site Manager and the Corporate Health and Safety Department are to be contacted.
- These individuals in conjunction with Client personnel will decide which of the following steps must be taken.
- The line must be identified, de-energized and properly tagged and locked out. The line must also be visibly grounded at the point of work.

Crane or Derrick Suspended Personnel Platforms

The use of crane or derrick suspended personnel platforms is prohibited, except when the erection, use, and dismantling of conventional means of reaching the worksite, such as a personnel hoist, ladder, stair way, aerial lift, elevating work platform

or scaffold, would be more hazardous, or is not possible because of structural design or worksite conditions. All requirements of 29 CFR 1926.550 (g) shall be met prior to use of any Crane or Derrick Suspended Personnel Platform.

Rigging Requirements

General

- All rigging equipment shall be inspected prior to each shift and as necessary during the shift to ensure safety. Damaged or defective slings shall be immediately removed from service.
- All rigging devices, including slings, shall have permanently affixed identification stating size, grade, rated capacity and manufacturer.
- Rigging not in use shall be removed from the immediate work area.
- Rigging, including slings, shall be hung on a rigging frame so that bends and kinks do not set in.**
- Wire rope slings shall be lubricated as necessary during use. Slings shall be lubricated no less than every four months when in storage. On long term projects, an individual must be designated to perform this task.
- “Shop-made” grabs, hooks, clamps or other lifting devices shall not be used unless proof-tested to 125% of their rated load by an approved testing agency. Approved devices shall have the capacity permanently affixed. A letter verifying conformance must be received by the project prior to use.
- Slings shall not be left lying on the ground or otherwise exposed to dirt and the elements.
- Eyes in wire-rope bridles, slings or bull wires shall not be formed by wire clips or knots.
- Protruding ends of strands in splices on slings or bridles shall be covered or blunted.
- All rigging equipment in use shall have a safety factor of five.

Safe Operating Practice

Slings shall not be used when shortened by knots, bolts or other makeshift devices.

1. When determined by the competent person wire rope and nylon slings shall be padded or softeners used to protect from damage resulting from sharp corners.
2. Slings used in a basket hitch shall have the loads balanced to prevent slippage.
3. Loads handled by slings shall be landed on cribbing or dunnage so that slings need not be pulled from under or be crushed by the load.
4. Slings subjected to shock loading shall be immediately removed from use and destroyed.
5. U-Bolts and/or wire-rope clips are not permitted for use on slings.
6. Chain slings, wire rope chokers, and synthetic

web slings shall have identification denoting capacity for various sling configurations.

7. The rigger must be competent in rigging practices and knowledgeable regarding rigging limitations.

Inspection and Record Keeping

Thorough inspection of slings in use shall be made on a regular basis, as determined by:

1. Severity of service conditions
2. Frequency of sling use
3. Nature of lifts being made
4. Experience gained on the service life of slings similarly used

Inspection periods shall not exceed once in 12 months and a record of inspections shall be maintained.



Inspection Criteria:

1. Alloy steel chains shall be removed from service and repaired or replaced when:
 - Master links, coupling links or other components are cracked or deformed
 - Sling hooks have opened more than 15% of the normal throat opening or twisted more than 10 degrees off center
 - Stretch exceeds 5% of the original reach
 - They have been exposed to temperatures more than 600 degrees
 - Only the manufacturers or an equivalent entity shall repair or recondition slings covered in this section
 - Mechanical coupling links or “cold sheets,” bolts or clevis pins shall not be used for chain repairs
 - Any chains used for hoisting must be grade eight or higher
2. Wire rope slings shall be removed from service when:
 - There are two randomly distributed broken wires in one rope lay or five broken wires in one strand on one rope lay
 - There is wear or scraping of one-third the original diameter of outside individual wires
 - Kinking, crushing, bird-caging or similar damage results in distribution
 - End attachments are cracked, deformed or worn
 - Exposed to temperatures exceeding 200 degrees Fahrenheit (fiber-core) or 400 degrees Fahrenheit (non-fiber core)
 - Corrosion of the rope or end attachments occurs
3. Natural and synthetic fiber rope slings shall be removed from service when:
 - Abnormal wear is observed
 - Powdered fibers are found between strands
 - Fibers are out or broken
 - There are variations in the size or roundness of strands
 - There is discoloration or rotting
 - There is distortion of sling hardware
 - Exposed to temperatures exceeding 180 degrees Fahrenheit
4. Synthetic web slings shall be removed from service when:
 - Subjected to acid or caustic burns
 - Melting or charring of any part of the sling surface occurs
 - Snags, punctures, tears or cuts are observed
 - Stitches are worn or broken
 - Fittings are distorted
 - Exposed to temperatures in excess of 180 degrees Fahrenheit (synthetic web) or 200 degrees Fahrenheit (polypropylene web)

All lifting and hoisting equipment should be assigned to or through the Warehouse.

Crane/Hoisting

Purpose

The purpose of this SOP is intended for use in the precautionary measures and hazard identification when dealing with Crane/Hoisting protocols.

Definitions

1. Annual Crane Inspection- Active cranes must be inspected and documented once a year at a minimum.
2. Anti-Two Blocking- The load block or load suspended from the hook becomes jammed against the crane structure preventing further winding up of the hoist drum.
3. Blind Pick- Lifts made out of the view of the operator (blind picks), lifts involving non- routine or technically difficult rigging arrangements, and any lift which the crane operator believes is critical.
4. Hoist- A mechanism used for lifting and lowering a load.
5. Personnel Hoisting Basket- Also known as man-baskets, personal platforms used to hoist employees at heights.
6. Suitable Soil- The equipment must not be assembled or used unless ground conditions are firm, drained, and graded to a sufficient extent so that, in conjunction (if necessary) with the use of supporting materials, the equipment manufacturer's specifications for adequate support and degree of level of the equipment are met.

Responsibilities

1. Employees
 - a. Provide all plans, certifications, and inspections as necessary
 - b. Inspect crane daily for defects and after conditions change including but not limited to
 - Saturated ground
 - Wind

- Ice
- Snow
- Lightning

c. Complete a thorough hazard analysis, Pretask Plan, and any required work permits

2. Supervisors
 - a. Contact the HSE Area Manager and Project Director for notification of activities 2 weeks prior to any crane entering the project site
 - b. Walk and identify crane set up location with crane company and crane operator
 - c. Obtain permits, FAA permit, Pre-task Plans, Traffic Control Plans, Critical Lift Plans, Rigging Plans and/or documents required by the client and/or authorities having jurisdiction
 - d. All required documentation must be sent to the HSE Area Manager and Project Director for review
 - Annual Crane Inspection
 - Operator(s) / Rigger(s) Certifications
 - Crane location
 - Pick plan
 - Load weight(s) and sequence of picks

HSE Department

1. Review all crane permits/plans submitted
2. Walk and identify crane set up location with crane company and crane operator and Flintco Superintendent
3. Verify annual crane inspection and operator/ rigger(s) certifications
4. Audit for daily crane inspections as necessary
5. Review/approve personal crane hoisting baskets
6. Coordinate and/or assist in appropriate response to Crane/Hoisting activities

Procedure

Before Work Can Commence

- Project staff shall conduct a safety stand-down meeting
- Complete a thorough hazard analysis, pre-task plan and any required work permits and communicate to all involved parties
- Include swing radius of other cranes (on Flintco projects or any adjacent sites that will overlap each other) and when the radius will be over public streets
- Obtain all required permits or easements with authorities having jurisdiction
- Establish the scope of work and ensure everyone understands their responsibilities
- Public or good neighbor notification may be necessary to adjacent business/residences
- Suitable soil conditions which are to be level, solid, and stable prior to crane arrival

Means/Methods

- Swing radiuses shall be mapped out, including coordination with adjacent properties and other construction sites that may have crane activity
- Ensure the crane/hoisting equipment is the right piece of equipment for the task
- Inspect all hoisting equipment before use
- Swing radiuses shall be mapped and included in the plans
- Site Logistics- stored materials, vehicles and equipment shall be relocated and made safe
- Initiate a back out plan for weather, change of tolerance conditions, and/or any unforeseen plan changes
- All Critical picks shall be reviewed by project team and HSE Area Manager/Project Director.

Critical Lifts

- Lifts in excess of 75% of the cranes rated capacity
- Multiple crane lifts – regardless of percent of rated capacity
- Lifts over “active” Process Piping, in excess of 50,000#, unless the clients Process Safety Management (PSM) procedures have a stricter limit
- Blind Picks
- Lifts due to the extreme lead-time for replacement or value of the material, could adversely impact the project
- Flying loads over occupied buildings

Personnel Hoisting Baskets

- Personnel hoisting baskets operations must be reviewed and approved by HSE managers
- All other possible means of access must be explored and ruled out prior to considering the use of a man basket
- A separate critical lift plan would need to be implemented and include all applicable information for the basket, rigging, anti-two block etc.

WIRE ROPE SLING CAPACITIES (LBS.) - FLEMISH EYE - ANSI B 30.9

6 x 9 and 6 x 37 Improved Plow Steel – IWRC 5/1/Design Factor Refer to ANSI B30-9 For Full Details Horizontal Sling Angles Of Less Than 30 Degrees Are Not Recommended							
Wire Rope Size	Minimum Shackle Size For A D/d > 1 At Load Connection	Vertical	Chocker	Two Leg	60 Degree Sling Angle	45 Degree Sling Angle	30 Degree Sling Angle
1/4	5/16	1120	820	2200	1940	1500	1100
5/16	3/8	1740	1280	3400	3000	2400	1700
3/8	7/16	2400	1840	4800	4200	3400	2400
7/16	1/2	3400	2400	6800	5800	4800	3400
1/2	5/8	4400	3200	8800	7600	6200	4400
9/16	5/8	5600	4000	11200	9600	7900	5600
5/8	3/4	6800	5000	13600	11800	9600	6800
3/4	7/8	9800	7200	19600	16900	13800	9800
7/8	1	13200	9600	26400	22800	18600	13200
1	1-1/8	17000	12600	34000	30000	24000	17000
1-1/8	1-1/4	20000	15800	40000	34600	28300	20000
1-1/4	1-3/8	26000	19400	52000	45000	36700	26000
1-3/8	1-1/2	30000	24000	60000	52000	42400	30000

CHAIN SLING CAPACITIES (LBS) – ANSI B30.9 DESIGN FACTOR 4/1

Chain - Facts				Table 1			
Inspection and removal from service per ANSI N30.9				MAXIMUM ALLOWABLE WEAR AT ANY POINT OF LINK			
Frequent inspection				Normal Chain or Coupling Link Cross Section	Maximum Allowable Wear Diameter Inches		
<ul style="list-style-type: none"> ▪ Normal Service – Monthly ▪ Severe service – Daily to Monthly check chain and attachments for wear, nicks, cracks, breaks, gouges, stretch, bends, weld spatter; discoloration from excessive temperature, and throat openings of hooks. <ol style="list-style-type: none"> 1. Chain links and attachments should hang freely to adjacent links. 2. Latches on hooks, if present should hang freely and seat properly without evidence of permanent distortion 				9/32	.037		
				3/8	.052		
				1/3	.069		
				5/8	.064		
				3/4	.105		
				7/8	.116		
				1	.137		
Periodic Inspection – Inspection Records Required				1-1/4	.169		
<ul style="list-style-type: none"> ▪ Normal service – Yearly ▪ Severe Service – Monthly <p>This inspection shall include everything in a frequent inspection plus each link and end attachment shall be examined individually, taking care to expose inner link surfaces of the chain and chain attachments.</p> <ol style="list-style-type: none"> 1. Worn links should not exceed values given in Table 1 or recommended by the manufacturer. 2. Sharp transverse nicks and gouges should be rounded out by grinding and the depth of the grinding should not exceed values in Table 1. 3. Hooks should be inspected in accordance with ANSIB30.10. 4. If present, latches on hooks should seat properly, rotate freely, and show no permanent distortion. 				<p>Refer to ANSI B30.9 for full details Horizontal sling angles of less Than 30 degrees are not recommended.</p>			
Chain Gr-8 Design Factor 4/1	Vertical	Two Leg	60 Degree Sling Angle	45 Degree Sling Angle	30 Degree Sling Angle	Single Leg Master Link Size	Double Leg Master Link Size
1/4 – (9/32)	3500	7000	6100	4900	35000	1/2	1/2
3/8	7100	14200	12300	10000	7100	3/4	3/4
1/2	12000	24000	20800	16950	12000	1	1
5/8	18100	39200	31300	25500	18100	1	1-1/4
3/4	28300	56600	49000	40000	28300	1-1/4	1-1/2
7/8	34200	68400	59200	48350	34200	1-1/2	1-3/4
1	47700	95400	82600	67450	47700		
1-1/4	72300	144600	125200	102200	72300		

WEB SLING CAPACITIES – ANSI B30-9 – DESIGN FACTOR 5/1

Web Sling Inspection and Removal From Service Per ANSI B30.9

Frequent Inspection

This inspection shall be made by the person handling the sling each day the sling is used.

Periodic Inspection: Written inspection records should be kept for all slings. This inspection should be conducted by designated personnel, frequency of the inspection should be based on the following

1. Frequency of Sling use
2. Severity of service conditions
3. Experience gained on the service life of Sling used in similar applications
4. At least ANNUALLY

Removal Criteria

1. Acid or caustic burns
2. Melting or charring of any part of the Sling
3. Broken, tears, cuts or snags.
4. Broken or worn stitching in load bearing splices
5. Excessive abrasive wear.
6. Knots in any part of the Sling
7. Excessive pitting or corrosion, or cracked distorted or broken fittings
8. Other visible damage that causes doubt as to the strength of the Sling.

Vertical	Choker	Two Leg or Basket	60 Degree Sling Angle	45 Degree Sling Angle	30 Degree Sling Angle
100 % of Single Leg	80 % of Single Leg	200 % of Single Leg	170% of Single Leg	140 % of Single Leg	Same as Single Leg

SLING ANGLES

Two-Legged Sling – Wire Rope, Chain, Synthetics													
A = Horizontal Sling Angle Load on each leg of sling = Vertical load x load angle factor	Horizontal Sling Angle (A) Degrees 90 60 50 45 30	Factor = L/H Factor = L/H 1,000 1,155 1,305 1,414 2,000											
Choker Hitches WireRope		Choker Hitches WireRope	Basket Hitches										
Angles of Choke 120 – 180 90 – 119 60 – 89 30 – 59	Sling Rated Load Percentage of Sling Leg Capacity 75% 55% 40%	A choker hitch has 75% of the capacity of a single leg only if the corners are softened and the horizontal angle is greater than 30 degrees. Use blocks to prevent angles less than 30 degrees.	Wire Rope A basket hitch has twice the capacity of a Single Leg only if D/d Ratio is <u>25/1</u> and it is vertical. Wire Rope, Chain & Switches <table border="1"> <thead> <tr> <th>Angles Degrees</th> <th>Percentage of Single Leg Capacity</th> </tr> </thead> <tbody> <tr> <td>90</td> <td>200%</td> </tr> <tr> <td>60</td> <td>170%</td> </tr> <tr> <td>45</td> <td>140%</td> </tr> <tr> <td>30</td> <td>100%</td> </tr> </tbody> </table>	Angles Degrees	Percentage of Single Leg Capacity	90	200%	60	170%	45	140%	30	100%
Angles Degrees	Percentage of Single Leg Capacity												
90	200%												
60	170%												
45	140%												
30	100%												

LOAD DISTRIBUTION –RIGGING

Loadwalking	Unequal Legs	Triple and Quad Leg Sling
<p>Load on Sling Calculated</p> <p>Tension 1 = Load x D2x S1/H(D1 + D2)</p> <p>Tension 2 – Load x D1x S2/H(D1 +D2)</p>	<p>Load on Sling Calculated</p> <p>Tension 1 = Load xD2x S1/H(D1+D2)</p> <p>Tension 2 = Load xD1x S2/H(D1 +D2)</p>	<p>Triple leg Slings have 50% more capacity than double leg only if the center of gravity is in center of connections point and legsare adjusted properly (equal share of the load).</p> <p>Quad leg Slings offer improved stability but does not provide increased lifting capacity.</p>
Types of Hitch Consideration		Reeving Increases Loads
<p>Load Control</p> <p>The ability of the Sling to control the movement of the load being lifted.</p> <p>Capacity</p> <p>The load capacity of the Sling and type of hitch</p> <p>Type of Sling</p> <p>The location of the center of the load’s weight.</p>		<p>Reeving through connections to load increases load on connections fittings by as much as twice.</p> <p>DO NOT REEVE!!!</p>

RIGGING HARDWARE

SHACKLES		QUENCHED AND TEMPERED			HOOKS			QUENCHED AND TEMPERED		
Screw, Pin & Bolt Type	Carbon Shackle Design Factor 5/1	Alloy Shackle Design Factor 5/1			Shank Hook, Swivel Hook, Eye Hook					
Nominal Size (IN) Diameter R of Bows	Carbon Maximum Working Load Tons	Alloy Maximum Working Load Tons	Inside Width at Pin (inches)	Diameter of Pin	Carbon Maximum Working Load Tons	Code	Allow Maximum Working Load Tons	Code	Throat Opening (inches)	Deformation Indicator or A-A
3/16	1/3		.38	.25	3/4	DC	1	DA	.88	1.50
1/4	1/2		.47	.31	1	FC	1-1/2	FA	.97	1.50
5/16	3/4		.53	.38	1-1/2	GC	2	GA	1.00	2.00
3/8	1	2	.66	.44	2	HC	3	HA	1.12	2.00
7/16	1-1/2	2.6	.75	.50	3	IC	4-1/2/5	IA	1.06	2.50
1/2	2	3.3	.81	.63	5	JC	7	JA	1.50	3.00
5/8	3-1/4	5	1.06	.75	7-1/2	KC	11	KA	1.75	4.00
3/4	4-3/4	7	1.25	.88	10	LC	15	LA	1.91	4.00
7/8	6-1/2	9.5	1.44	1.00	15	NC	22	NA	2.75	5.00
1	8-1/2	12.5	1.69	1.13	20	OC	30	OA	3.25	6.50
1-1/8	9-1/2	15	1.81	1.25	25	PC	37	PA	3.00	7.00
1-1/4	12	18	2.03	1.38	30	SC	45	SA	3.38	8.00
1-3/8	13-1/2	21	2.25	1.50	40	TC	60	TC	4.12	10.00
1-1/2	17	30	2.38	1.73						

WIRE ROPE CLIPS

Size	Efficiency	Number of Clips	Turnback Length (IN)	Torque FT - (LBS)
1/8	80%	2	3-1/4	4.5
3/16	80%	2	3-3/4	7.5
1/4	80%	2	4-3/4	15
5/16	80%	2	5-1/4	30
3/8	80%	2	6-1/2	45
7/16	80%	2	7	65
1/2	80%	3	11-1/2	65
9/16	80%	3	12	95
5/8	80%	3	12	95
3/4	80%	4	18	130
1	80%	5	26	225

Apply U-Bolt over dead end of the wire rope, live end of the rope rests in the saddle. A termination is not complete it has been re-torqued a second time. **NEVER SADDLE A DEAD HORSE!**

TURNBUCKLE

Size	Working Load Limit Jaw and Eye Fittings 5/1 Design Factor	Working Load Limit Hook End Fitting 5/1 Design Factor (LBS)
1/4	500	400
5/16	800	700
3/8	1200	1000
1/2	2200	1500
5/8	3500	2250
3/4	5200	3000
7/8	7200	4000
1	10000	5000
1-1/4	15200	5000
1-1/2	21400	7500

THE USE OF LOCKNUTS OR MOUSING IS AN EFFECTIVE METHOD OF PREVENTING TURNBUCKLES FROM ROTATING.

RIGGING HARDWARE

Shank Diameter	Working Load Limits in Line Pull (lbs)	Working Load Limits 60 Degree Sling Angle (lbs)	Working Load Limits 45 Degree Sling Angle (lbs)	Working Load Limits Angle Less Than 45 Degrees (lbs)
1/4	650	420	195	160
5/16	1200	780	360	300
3/8	1550	1000	465	380
1/2	2600	1690	780	650
5/8	5200	3380	1560	1300
3/4	7200	4680	2160	1800
7/8	10600	6890	3180	2650
1	13300	8646	3990	3325
1-1/4	21000	13600	6300	5250
1-1/2	24000	15600	7200	6000

Shoulder Eyebolts

- Never exceed working loadlimits
- Never use regular nut eyebolts for angular lifts
- Always use shoulder nut eyebolts for angular lifts
- For angular lifts, adjust working load as follows
- Always tighten nuts securely against the load
- Always apply load to eye bolt in the plane of the eye

SWIVEL HOIST RING | DESIGN FACTOR 5/1

Working Load Limit Pull Full 180 Degree Pivot (LBS)	Thread Shank Size U.N.C.	Torque FT – (LBS)
800	5/16	7
1000	3/8	12
2500	1/2	28
4000	5/6	60
7000	3/4	100
8000	7/8	160
10000	1	230
15000	1-1/4	470
24000	1-1/2	800
30000	2	1100

Swivel Hoist Ring

When using lifting slings of two or more legs make sure the forces in the leg are calculated. Select the proper size swivel hoist ring to allow for load in sling leg.

Environmental Policy

It is Flintco's policy to comply with all applicable environmental laws and regulations and the Flintco Health, Safety and Environmental (HSE) Department assists project teams for Flintco, LLC and its affiliated entities, including, but not limited to, Flintco Residential, Flintco Industrial, and Oakridge Builders in meeting their environmental regulatory compliance obligations including Clean Air Act regulations, Clean Water Act regulations, Resource Conservation and Recovery Act regulations, Emergency Planning and Community Right to Know Act regulations, Toxic Substance Control Act regulations, Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) regulations and National Environmental Policy Act regulations.

In addition to meeting the general compliance obligations associated with environmental regulations, Flintco will follow any specific environmental permits that contain requirements for compliance.

Environmental permitting requirements specific to Flintco may include testing, monitoring, record keeping and reporting functions associated with specific regulatory compliance permits for managing air pollutant emissions, managing and maintaining storm water quality, and the management, transport and disposal of wastes including hazardous and universal wastes, PCB waste, construction and demolition (C&D) waste, asbestos containing building material (ACBM) waste and municipal solid waste.

The purpose of this policy is to provide oversight and programmatic management of Flintco operations that are subject to compliance with environmental regulatory requirements including air emissions from combustion sources and fugitive emissions sources, the protection and preservation of storm water quality associated with storm water runoff during precipitation events, work involving grading

or digging in and around stream channels and flood plains, managing treated wastewater for beneficial reuse e.g., irrigation and cooling tower water, and managing wastes, including those from facility maintenance and operations.

The scope of the department's oversight and management includes:

Assuring regulatory compliance in waste management, including:

1. Hazardous waste
2. Mixed waste
3. Construction & demolition waste
4. Asbestos containing building material waste (ACBM)
5. Polychlorinated biphenyl waste (PCB)
6. Municipal solid waste (MSW)

The company also manages fuel storage tanks and containerized lubricants and oils at Flintco warehouse operations and maintenance facilities, including project sites.

The purpose of this Policy is as follows:

1. Assure compliance with clean air quality requirements and EPA requirements.
2. Improve the quality of surface water and ground water within any watershed areas owned and maintained by Flintco by preventing illicit discharges and illicit connections.
3. Prevent the discharge of contaminated storm water runoff from Flintco properties and operations into the storm drainage system and natural waters.
4. Comply with the requirements of Flintco storm water pollution plan permits.

5. Comply with all United States Environmental Protection Agency and State laws applicable to storm water discharges.

Definitions

An Illicit Discharge is the discharge of pollutants or non-storm water materials to the storm drainage system via overland flow or direct dumping of materials into a catch basin or inlet. Examples of illicit discharges include overland drainage from car washing or cleaning paint brushes in or around a catch basin.

An Illicit Connection is the discharge of pollutants or non-storm water materials into the storm drainage system via a pipe or other direct connection. Sources of illicit connections may include sanitary sewer taps, wash water from laundry facilities, wash water from sinks, or other similar sources.

No Flintco employee, contractor, department, or unit will cause or allow discharges into storm drainage system which are not composed entirely of storm water, except for the allowed discharges listed below.

Prohibited discharges include but are not limited to: oil, anti-freeze, grease, chemicals, wash water, paint, animal waste, garbage, and litter.

The following connections are prohibited, except as provided in “Allowed Discharges” below:

- a. Any drain or conveyance, whether on the surface or subsurface, which allows any non-storm water discharge, including but not limited to sewage, process water, waste water, or wash water, to enter the storm water drainage system, and any connections to the storm drain system from indoor drains or sinks.

The following discharges to the storm drainage system are allowed:

- a. Discharges that are specifically permitted under a State or federal storm water program.
- b. Incidental non-storm water discharges which

do not significantly contribute to the pollution of Flintco surface waters and are limited to the following:

- water line flushing
- reclaimed water line flushing
- landscape irrigation, including but not limited to reclaimed water
- diverted stream flows
- rising groundwater
- uncontaminated groundwater infiltration
- uncontaminated pumped groundwater
- discharges from potable water sources
- foundation drains
- air conditioning condensate (that does not contain biocide)
- springs
- water from crawl space pumps
- footing drains
- flows from riparian buffers and wetlands
- dechlorinated swimming pool discharges
- flows from emergency fire fighting
- building wash water without detergents, cleaners, or corrosive additives

Should Flintco determine that any of the above discharges contribute to pollution of a watershed or other surface waters or is notified by a state or federal government agency that the discharge must cease, the Flintco project management team or safety department will instruct the responsible person to cease the discharge.

- a. When instructed to cease the discharge, the discharger of substances newly classified as pollutants shall cease the discharge immediately and be given reasonable time to make corrections so that the discharge will not continue.

Nothing in this Policy affects a discharger’s responsibilities under federal or state law.

Whenever Flintco finds that a violation of this Policy has occurred, Flintco may order compliance by written notice to the responsible person. Such notice may require without limitation:

- The performance of monitoring, analyses, and reporting
- The elimination of prohibited discharges or connections
- Cessation of any violating discharges, practices, or operations
- The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property
- Payment of any fee, penalty, or fine assessed against Alberici Constructors, Inc. or its entities to cover remediation cost
- The implementation of new storm water management practices
- Disciplinary action up to and including dismissal, where appropriate

Notification from the company will set forth the nature of the violation(s) and establish a time limit for correction of these violation(s). Said notice may further advise that, if applicable, should the responsible person or party fail to take the required action within the established deadline, then Flintco's safety department will work with our legal and operations departments to initiate work orders for the appropriate corrective actions and the applicable group will be charged for the cost.

Flintco will visually inspect outfalls at their office and warehouse locations each year, or more often, during dry weather conditions. A third-party inspector may be selected.

Flows suspected of containing illicit discharges due to the presence of odors, colors or sheens shall be tested. Test parameters may include but are not limited to ammonia, detergent, chlorine, phosphorus, nitrogen, pH, conductivity, turbidity, temperature, and dissolved oxygen. The results of the inspections and testing shall be maintained in

a database that links outfall locations to inspection dates, chemical tests conducted, and follow-up procedures implemented to correct any detected illicit discharge. The physical condition of the outfall shall also be noted during the inspections. Illicit discharge data from the database will be used in the preparation of any report to the authorities having jurisdiction.

Training on how to identify and report illicit discharges and implement good housekeeping and pollution prevention best management practices shall be presented to affected employees. Training shall consist primarily of classroom training, with online training serving as backup for those unable to attend the classroom training.

Following the initial training, training shall be repeated once every three years. Flintco maintains a database of employees who have completed the training and the date that training occurred.

Electrical Work

No employee or trade partner will work on any energized system including but not limited to mechanical, electrical, hydraulic, or pneumatic; until it has been totally de-energized. All de-energized systems must be locked out and tagged out according to Flintco LOTO procedure.

1. Safe work practices shall be employed to prevent electric shock or other injuries resulting from either direct or indirect electrical contacts when work is performed near or on equipment or circuits which are or may be energized. Only qualified electrical workers are allowed to work around electrical equipment. Employees who face a risk of electric shock but who are not qualified persons shall be trained & familiar with electrically related safety practices prior to the start of work.
2. Breaker panel shall be labeled on the outside cover with the voltage. Each breaker will be numbered with a corresponding number of the receptacle it controls.
3. Ground fault circuit interrupter (**GFCI**) will be used on all temporary electrical **15 and 20 amp 120 volts**, this includes cord sets that are plugged into permanent building outlets.
4. The **GFCI** system shall be checked on a weekly basis.
5. Extension cords shall be of the three-wire type and shall be designed for hard or extra hard use.
6. Extension cords shall be ran at least six (6) feet overhead (and protected from sharp edges).
7. Extension cords shall be visually inspected each day prior to use for:
 - Missing ground pin
 - Cuts in outer insulation
 - Proper strain relief at male and female fitting.
8. All temporary lighting must be constructed and installed in accordance with OSHA standards, National Electric Code, and manufacture specifications.
9. Factory Assembled Temporary Lighting Strings shall be installed in accordance with UL 1088.
10. All lamps shall be protected from accidental contact by protective covers.
11. Temporary light shall not be suspended by their cords unless the cord and light is designed for this means of suspension.
12. All electrical tools shall be inspected each day prior to being put into service.
13. When pull boxes, switchboards or panel boards become energized, they shall be equipped with covers or the area will be secured so only qualified persons will have access.
14. Where cord sets are routed through floor holes, wall holes, doorway or where subject to potential physical damage, the cord set will be protected from damage by bushing or fittings that will eliminate the possibility of damage.
15. All 4-way and 2-way electrical boxes used in conjunction with temporary electrical will be UL approved. Job made boxes are **prohibited**.
16. Prior to working on Energized Equipment/ Circuits the electrical trade partner will complete an Energized Work Permit daily. The Energize Work Permit should be turned into the site superintendent prior to the start of the work.

17. When working on or near exposed de-energized parts they are treated as live. Only qualified electrical workers may work on energized parts. All areas where possible energized parts are located shall be protected by a positive barrier to keep all unnecessary employees out of the area.
18. When working under overhead lines clearance distance must be provided or lines shall be de-energized and grounded. Unqualified employees must maintain a 10' clearance distance. Qualified employees must adhere to the approach distances in Table S5.
19. All vehicular and mechanical equipment must maintain clearance distances of 10 ft. and if this cannot be obtained appropriate protective measures shall be enforced.
20. Protective shields, protective barriers or insulating materials as necessary shall be used when working in confined or enclosed workspaces where electrical hazards may exist.
21. Conductive apparel shall not be worn unless the items are rendered non-conductive by covering, wrapping or other insulating means.
22. Employees may not enter spaces containing exposed energized parts unless proper illumination is provided that enables the employees to work safely.

Excavations and Ground Disturbance

Ground Disturbance

The purpose of this SOP is intended for use in determining the precautionary measures and hazard identification when dealing with underground utilities, excavations, and trenching.

Definitions

1. Ground Disturbance- Any work requiring a penetration into the ground surface or any area where the ground will be displaced.
2. Competent Person- One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Responsibilities

1. Employees/Trade Partner
 - Notify line locate service
 - Walk and identify route of Ground Disturbance
 - Complete PTP and Ground Disturbance Permit, turn into Flintco Supt. or PM or HSE upon completion (Appendix A)
2. Supervisors
 - Walk and identify route of Ground Disturbance with Trade Partner
 - Review As-Built Drawings, BIM Models and property owner to identify active line conflicts
 - Determine what means of excavation is necessary
 - Review trade contractors PTP and Ground Disturbance Permit

3. HSE Department
 - Coordinate and/or assist in appropriate response to Ground Disturbance

Procedure

1. Call Utility Locate
 - The first priority before any penetration to the ground is to call a utility locate service
 - Understand uniform color code for underground utility lines (Figure 1)
2. Collect Information
 - Flintco, LLC Superintendent and Trade Partner shall walk the proposed excavation route
 - Review As-Built drawings, BIM models and consult property owner to identify active lines
 - Determine if any other trade partners have previously disturbed area and walk with those trades to identify markers
3. Soil Classification
 - All soil shall be treated as Class C soil
 - Soils may be reclassified by a professional registered engineer
 - Reclassifications must be documented and specific to the area of work

Means/Methods

Determine what methods are to be used to identify existing lines.

- Ground penetrating radar
- Hydro-excavation
- Qualified competent equipment operator with designated spotter

- Other means of “daylighting” utilities
- All energized sources shall be controlled as needed

Performing the Task

- Trade Contractor’s competent person shall prepare a Pretask Plan and review with Flintco Superintendent or PM or HSE prior to operations starting
- Excavation safety protocols contained within the contract documents shall be followed
- Hand/Soft digging **must** be performed if any live or installed utilities are within 10 feet of proposed pathway (ex. if an existing utility is 4 ft underground and the new excavation is only 2 ft down, you must hand dig/soft dig at the crossing of the utilities.)
- Hand/Soft digging **must** also be performed when digging is within 5 ft in any direction of the utility
- Utilize temporary support systems to help with utility stressing as necessary

Complete Ground Disturbance Permit

Multiple permits **must** be issued for each independent disturbance area.

- Include drawing of the proposed pathway and drawings of other trades drawings
- Attach BIM model if available
- Required signatures
 - Performing authority
 - Authorizing/ Issuing party (Flintco Supt. or PM or HSE)
 - Trades that previously disturbed area

Ground disturbance should not commence prior to obtaining all signatures.

Figure 1:

Uniform Color Code for Marking Underground Utility Lines:



Excavations

1. Excavation work shall be performed in accordance with all OSHA/CAL-OSHA regulations.
 - a. Each employee in an excavation shall be protected from cave-in by adequate protective system in accordance with OSHA Standards at 5 feet or deeper.
 - b. All soil shall be treated at Class C soil. Soils may be reclassified by a professional registered engineer. The reclassification must be documented and must be specific to a certain work area.
 - c. Flagging and/or suitable warning devices will be required around all trench and excavation work at least three (3) feet (this distance can be exceeded if site specific requires) from the edge of the excavation. For excavations six (6) feet or deeper, one of the following options will be used:
 - a hard barricade will be installed and shall conform to OSHA 1926.502a and b.
 - If a soft barricade is installed, it shall be installed at least six (6) feet from the edge of the excavation.
 - d. Spoil piles shall be put at a minimum two (2) feet back from the edge of the excavation.
 - e. A safe means of access and egress shall be provided for excavations regardless of depth at intervals that provide no more than 25 feet of lateral travel.
 - f. A competent person shall be present anytime excavation work is performed.
 - g. Backfilling shall progress together with the removal of support systems from excavations
2. Prior to starting any excavation the following SHALL be done:
 - a. Contact local one call system and/or affected utility company
 - b. Insure that competent person is on site and

Figure B-1

Soil or Rock Type	Maximum Allowable Slopes (H:V)(1) for Excavations Less Than 20 Feet Deep (3)
Stable Rock	Vertical (90Degrees)
Type A (2)	3/4:1 (53 Degrees)
Type B	1:1 (45 Degrees)
Type C	1 1/2:1 (34 Degrees)

- performs a daily inspection or an inspection if conditions change (if excavation is part of trade partners work, secure name of competent person).
- c. Determine if sloping or shoring method of protection is going to be used.
- d. Make sure that employees are protected from vehicular traffic and tests are to be conducted for hazardous atmospheres
- e. Excavations over 20 feet must be designed by a registered engineer
- f. If shoring method other than that outlined in **1926 subpart P** is to be used
 - Has a registered engineer been contacted for shoring design?
 - A copy of engineering design must be maintained at the jobsite.
3. If ground water is encountered, have equipment available to initiate water removal.
 - All water must be removed from excavation before entry can be made.
4. Establish a daily inspection procedure and procedures for inspecting after rain.
5. Each employee that will be associated with the excavation is to be trained to recognize the hazards associated with the excavation.
6. Where possible, a means of diverting water run-off from entering the excavation shall be used.
7. Where employee or equipment are permitted to use walkways or bridges to cross an excavation,

Fall Protection

1. All employees shall receive documented training pertaining to the recognition and elimination of fall hazards. Training shall enable each employee to recognize the hazards of falling & shall train each employee in the procedures to follow to minimize these hazards. Re-training shall be provided when there are deficiencies in training, workplace change, or fall protection systems or equipment changes that render previous training obsolete.
2. Floor and roof openings shall be covered with materials that are capable of supporting at least two times the load expected to be imposed. The cover shall be identified by signage that says HOLE - DO NOT REMOVE (in languages that employees can fully understand) and secured to avoid displacement. In lieu of a cover, a standard guardrail with toe board can be erected around same.
3. All floor edges where fall distance is six (6) feet or greater, and roof edges shall be protected by a standard guardrail.
 - If cable is used in lieu of a wooden guardrail, the following conditions must be met:
 - The cable must be kept taut so that a minimum of two (2) inches deflection from horizontal is maintained including sag
 - Cable must be at least 3/8 inch in diameter (steel or plastic banding is unacceptable)
 - Flagged every six (6) feet or less with a high visibility material
 - Inspected by supervisor\foreman daily to ensure strength and stability
 - Top cable/rail shall be forty-two (42) inches (plus or minus three (3) inches) above the walking/working level and shall not deflect more than 2 inches in any direction, under 200 lbs of force.
 - Mid rail/cable shall be twenty-one (21) inches or half the distance between walking surface and the top rail and shall not deflect more than 2 inches in any direction, under 150 lbs of force.
 - Toe board shall be minimum (three) 3 1/2" high four (4) inches nominal).
 - Vertical post shall be 8' on center maximum.
4. PFAS (personal fall arrest system) that meets the requirements of applicable ANSI, ASTM, or OSHA requirements shall be worn by all employees when working six (6) feet or more above the walking surface when no other type of fall protection is provided. **100%** tie off is mandatory.
 - a. Fall protection requirements for ladder to comply with 29 CFR 1926, Subpart X. For California projects see Article 25, Section 1669-1672.
 - b. On scaffolds, either complete handrails (green tagged scaffold) or 100% tie-off is required at six (6) feet and above.
 - c. 100% tie off is required for all steel erection at six (6) feet and above.
 - d. SRL (Self Retracting Lifeline) or four (4) foot or less tethers will be utilized at all times in aerial man lifts.
 - e. When PFAS is exposed or has the potential to be exposed to sharp edges, steel cable connection devices shall be used. Example situations include steel erection, metal decking, leading roof edges or floor openings with rigid edges.
 - f. Flintco, LLC does not allow roof monitors in place of fall protection.

g. In the event that a guardrail system cannot be used on a flat roof, a warning line system in accordance to CFR 1926.502(f) shall be established no less than six (6) feet from the edge of the roof for roofing trades and 15 feet for all other trades. Flagging shall be spaced 6 ft apart, durable, highly visible, and continuously maintained. 100% tie off is required outside of the warning system.

h. When using a warning zone, the supervisors name and contact information shall be posted.

5. PFAS (personal fall arrest system) shall be worn by all employees working outside a protective guardrail (100% tie-off).
6. PFAS (personal fall arrest system) shall be worn and connected to a designated anchorage point when working out of extensible and articulating boom platforms.
7. PFAS (personal fall arrest system) shall be worn by employee working out of suspended scaffolding. Lanyard will be secured to an independent lifeline separate from any line that is attached to the scaffolding.
8. Safety nets shall be provided when workplaces are more than twenty-five (25) feet above the ground or floor where the use of other fall protection devices is impractical.
9. Positioning belts of the **two (2) D ring type** **SHALL NOT** be used for fall protection.
10. Fall protection for low pitched roof perimeters during the performance of **BUILT UP** roofing work will be in accordance with **CFR 1926.502(g)**.
11. Each employee who will be climbing and or working on concrete forms will be equipped with the following fall protection equipment:
 - a. PFAS (personal fall arrest system) harness with a D ring in the center of the back and side D rings for positioning, a lanyard with locking snaps for attachment to the body harness and

to the rope grab, rope grab that will fit 5/8" and 3/4" rope, 5/8" or 3/4" filament nylon rope will be of such length that it will reach the lower surface minus 1', steel carabineer with a throat opening of at least 1 and 3/16" opening and have a positive locking system. Positioning lanyards shall be of proper length for the position of the employee or the use of adjustable rope lanyard. Rebar hooks are to be equipped with locking snaps. In no case shall a knot be tied in the lanyard to shorten the length. When a rebar hook is used the latch shall be hooked only to a member which will allow the latch to fully close and the lock engaged.

b. When ascending or descending the forming system, the employee will attach the lanyard to the full body harness and to the rope grab. The rope will be secured to the cable with a carabineer. (In no case shall a knot be tied in the rope to secure the rope to the cable). The rope grab should be moved in a manner that the rope grab stays at or above the D ring in the center of the back. When an employee has reached the point where he connects the positioning lanyard, he is to stay connected to the lifeline rope.

c. Gang forms are to have a 3/8" or 1/2" steel cable run continuously between the two, outside stiff- backs of each individual form section. The cable will be attached to the stiff-backs in a manner that will prohibit the cable from sliding down or up the stiff-back. The cable will lap back over itself on both ends by a minimum of 18" three cable clamps will be evenly spaced on each overlap and torqued to the manufacturer's specifications. The cables should be attached while the forms are still on the ground.

d. Column forms are to have one of the following. The manufacture of modular forming systems will have a connection device that can be attached to the form itself. On job-built forms where angle iron clamps are used, a 3/8" or 1/2" cable will be attached to one of the vertical 2x6 framing members by drilling a hole through

the plywood on the 2x6 vertical member. The cable is to be run through the drilled hole with the ends overlapping by a minimum of 18" with three cable clamps evenly spaced and torqued to the manufacturer's specifications.

12. Hoist/Loading Areas - Guardrail systems or personal fall arrest systems will be used in hoist/loading areas when an employee may fall six (6) feet or more. If guardrail systems must be removed for hoisting, employees are required to use personal fall arrest systems.
13. Warning line systems are erected at least six (6) feet from the edge, except in areas where mechanical equipment is in use. When mechanical equipment is in use, warning line systems are erected at least six (6) feet from the parallel edge, and at least ten (10) feet from the perpendicular edge.
14. All fall protection shall be inspected annually by a competent person and inspections documented.
15. All fall arrest systems shall be inspected before each use for wear, damage, deterioration, or any other defects by the user.
16. Damaged or defective fall protection shall not be used and shall be taken out of service immediately.
17. A fall protection plan must be developed in writing before activities requiring fall protection can be performed.
18. A rescue plan shall be provided in writing for prompt rescue of employees in the event of a fall or shall assure the employees are able to rescue themselves.

Fire Protection

1. General fire protection and emergency equipment must be kept free and clear from obstructions at all times and be properly located.
2. Fire extinguisher rated not less than **2A** shall be provided for each 3000 sq. ft. of building area and travel distance shall not exceed 100'.
3. If fire barrels are substitutes for **2A** fire extinguisher, they must be 55 gallon - open top with 2 each fire pails at each barrel.
4. A fire extinguisher rated not less than **10B** must be located within 50 feet of wherever 5 gallons or more of flammable or combustible liquid or gas is being used.
5. All flammable or combustible liquids or gases must be stored a minimum of **20'** from all buildings (this includes office trailers).
6. Oxygen and acetylene cylinders must be separated by **25'** while in storage (**ANSI Z 49.1-1967**) or be separated by a 30-minute rated fire wall.
7. A fire extinguisher shall be located within **5'-0"** of each set of oxygen and acetylene bottles, while welding and cutting operation is being performed. All combustible materials shall be removed to a distance that will not allow heat, sparks or slag to pose a fire hazard.
8. Outdoor portable fuel storage tanks shall be contained within a diked area with curb of a minimum of **12"** in height around the perimeter of the tanks. Tank shall be provided with emergency venting & other devices as required by **NFPA 30-1969** - a minimum of one (1) portable fire extinguisher having a rating of not less than **20B** will be located not less than 25' and not more than 75' from liquid storage area.
9. No smoking signs shall be posted at **ALL** flammable storage areas, i.e. fuel tanks, paint storage.
10. As warranted by the project, a trained and equipped firefighting (Fire Brigade) organization will be established and maintained.
11. Hot Work Permit will be required for certain projects. Upon completion, the work area will be examined by the person in whose name the permit is issued to ensure that all sparks, or embers are extinguished. The permit will be signed and returned to the Project Superintendent.
12. Fire watch shall be required while cutting and burning until all glowing embers are extinguished or a minimum of thirty minutes.
13. An alarm system shall be installed to alert employee in the event of an emergency.
14. Key employees will be trained in the emergency operation of the alarm system.
15. All employees will receive training in the alarm procedure.
16. Each trade partner shall be informed of the alarm code.
17. Each trade partner is to train his/her employees.
18. Fire extinguisher use training will be conducted prior to initial assignment and at least annually thereafter. Any person that discharges an extinguisher for other than fire extinguishing or other valid reason will be removed immediately from the project and will subject to immediate termination.
19. All portable fire extinguishers shall be visually inspected monthly and must be inspected and tagged by a third party inspector annually.

First Aid Kit

- The first aid kits inventory shall be periodically assessed to ensure the availability of adequate first aid supplies.
- A fully stocked first aid kit shall be available in the project office
- Eye wash shall be available on all projects in the first aid kits. If any situation occurs that the SDS for a product requires a major eye wash station or drenching station, one will be provided.

First Aid Kit Contents	51 - 100 Employees	26 - 50 Employees	1 - 25 Employees
Adhesive Tape 1/2" x 5 Yards	2	2	2
Ammonia Inhalants	10	10	5
Antiseptic Wipes	30	20	12
Burn Cream	12	6	3
Combine Pad 5" x 9"	2	2	1
Disposable Examination Gloves	6	6	2
Disposable Instant Cold Packs	2	1	1
Elastic Bandages 2" x 5 Yards	2	1	1
Eye Wash 4 oz.	5	2	2
First Aid Cream 1/2 oz.	2	1	1
Forceps	1	1	1
3/4" x 3" Strips Box 100 ct	2	1	1
1" x 3" Strips Box 100 ct	2	1	1
1 1/4" Oval Box 100 ct	1	1	1
2" x 3" Patch Box 50 ct	2	1	1
1 1/2" x 3" Knuckle Box 100 ct	2	1	1
Small Finger Tip Box 100ct	1	1	1
Large Finger Tip Box 100ct	1	1	1
PVP Iodine Wipes	100	50	25
Rescue Blanket	1	1	1
Scissors	1	1	1
Sterile Dressing Pads 3" x3"	10	10	5
Stretch Bandage	6	2	2
Triangle Bandage	2	2	2
Biohazard Kit	1	1	1
CPR Micro-mask Kit	2	2	2

NO INTERNAL MEDICATION ALLOWED

Hazardous Communication Program

This program has been prepared to comply with the requirements of the Global Harmonization System and Federal OSHA standard 1926.59 to ensure that information necessary for the safe use, handling and storage of hazardous chemicals is provided to and made available to employers and employees. The Flintco Hazard Communication Program, a list of chemicals used at our jobsite, and the Safety Data Sheets can be obtained by contacting the job site office.

This program includes guidelines on identification of chemical hazards and the preparation and proper use of container labels, placards and other types of warning devices.

Chemical Inventory

1. Flintco, LLC maintains an inventory of all known chemicals in use on this worksite. A chemical inventory is available from the Project Superintendent. All chemical materials used shall have a Safety Data Sheet (SDS) filed with Flintco to be posted in the jobsite office.
2. Hazardous chemicals brought onto the worksite by Flintco, LLC will be included on the hazardous chemical inventory list.

Container Labeling GHS

1. All chemicals on site will be stored in their original or approved containers with a proper label attached, except small quantities for immediate use. Any container not properly labeled should be given to the Project Superintendent for labeling or proper disposal.
2. Workers may dispense chemicals from original containers only in small quantities intended for immediate use. Any chemical left after work is completed must be returned to the original container or the Project Superintendent for proper handling.

3. No unmarked containers of any size are to be left in the work area unattended.
4. Flintco will rely on manufacturer and or supplier applied labels whenever possible and will ensure that these labels are maintained. Containers that are not labeled or on which the manufacturer's label has been removed will be relabeled.
5. Flintco LLC will ensure that each container is labeled with the identity of the hazardous chemical contained and any appropriate hazard warnings.
6. Three standardized GHS label elements:
 - Symbols (Hazard Pictograms) that convey health, physical, and environmental hazard information assigned to a GHS hazard class and category
 - Signal Words "Danger" or "Warning" used to emphasize hazards and relative level of severity of the hazard and assigned to a GHS hazard class and category
 - Hazard Statements, which are standard phrases, assigned to a hazard class and category that describe the nature of the hazard

The Basic Parts of A GHS-Compliant Label

1 → **n-Propyl Alcohol**

UN No. 1274
CAS No. 71-23-8

2 → **DANGER**


3 → Highly flammable liquid and vapor. Causes serious eye damage. May cause drowsiness and dizziness.

4 → Keep away from heat/sparks/open flames/hot surfaces. No smoking. Avoid breathing fumes/mist/vapours/spray. Wear protective gloves/protective clothing/eye protection/face protection. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present. Continue rinsing.

Fill Weight: 18.65 lbs. Lot Number: B56754434
Gross Weight: 20 lbs. Fill Date: 6/21/2013
Expiration Date: 6/21/2020

See SDS for further information.

5 → Acme Chemical Company • 711 Roadrunner St. • Chicago, IL 60601 USA • www.acmechem.com • 123-444-5567

6 → 

- 1. Product Identifier** - Should match the product identifier on the Safety Data Sheet.
- 2. Signal Word** - Either use "Danger" (severe) or "Warning" (less severe)
- 3. Hazard Statements** - A phrase assigned to a hazard class that describes the nature of the product's hazards
- 4. Precautionary Statements** - Describes recommended measures to minimize or prevent adverse effects resulting from exposure.
- 5. Supplier Identification** - The name, address and telephone number of the manufacturer or supplier.
- 6. Pictograms** - Graphical symbols intended to convey specific hazard information visually.

Sample label courtesy of Weber Packaging Solutions • www.weberpackaging.com

GHS Standard Pictograms		
<p>Health Hazard</p>  <ul style="list-style-type: none"> • Carcinogen • Mutagenicity • Reproductive Toxicity • Respiratory Sensitizer • Target Organ Toxicity • Aspiration Toxicity 	<p>Flame</p>  <ul style="list-style-type: none"> • Flammables • Pyrophorics • Self-Heating • Emits Flammable Gas • Self-Reactives • Organic Peroxides 	<p>Exclamation Mark</p>  <ul style="list-style-type: none"> • Irritant Skin and Eyes • Skin Sensitizer • Acute Toxicity harmful • Narcotic Effects • Respiratory Tract Irritant • Hazardous to Ozone
<p>Gas Cylinder</p>  <ul style="list-style-type: none"> • Gases Under Pressure 	<p>Corrosion</p>  <ul style="list-style-type: none"> • Skin Corrosion • Eye Damage • Corrosive to Metals 	<p>Exploding Bomb</p>  <ul style="list-style-type: none"> • Explosives • Self Reactives • Organic Peroxides
<p>Flame Over Circle</p>  <ul style="list-style-type: none"> • Oxidizers 	<p>Environment</p>  <ul style="list-style-type: none"> • Aquatic Toxicity 	<p>Skull & Crossbones</p>  <ul style="list-style-type: none"> • Acute Toxicity fatal or toxic

Multi-Clean Training Form 002913

Safety Data Sheets (SDS)

1. Employees working with a Hazardous Chemical may request a copy of the Safety Data Sheets (SDS). Requests to review SDS's should be made to the Project Superintendent.
2. SDS shall be available and standard chemical reference may also be available on the site to provide immediate reference to chemicals safety information.

CODE _____
Product Name _____

Keep container tightly closed. Store in a cool, well-ventilated place that is locked.
 Keep away from heat/sparks/open flame. No smoking.
 Only use non-sparking tools.
 Use explosion-proof electrical equipment.
 Take precautionary measures against static discharge.
 Ground and bond container and receiving equipment.
 Do not breathe vapors.
 Wear protective gloves.
 Do not eat, drink or smoke when using this product.
 Wash hands thoroughly after handling.
 Dispose of in accordance with local, regional, national, international regulations as specified.

In Case of Fire: use dry chemical (BC) or Carbon Dioxide (CO₂) fire extinguisher to extinguish.

First Aid
 If exposed call Poison Center.
 If on skin (or hair): Take off immediately any contaminated clothing. Rinse skin with water.

Company Name _____
 Street Address _____
 City _____ State _____
 Postal Code _____ Country _____
 Emergency Phone Number _____

Supplemental Information
Directions for Use

Fill weight: _____ Lot Number: _____
 Gross weight: _____ Fill Date: _____
 Expiration Date: _____

1.) Product Identifier

2.) Pictogram

3.) Signal Word

4.) Hazard & Precautionary Statements

DANGER

Highly flammable liquid and vapor.
 May cause liver and kidney damage.

OSHA 3492-02 2012

Employee Training

Employees will be trained to work safely with hazardous chemicals. Employee training will include:

1. Methods that may be used to detect a release of a hazardous chemical(s) in the workplace,
2. Physical and health hazards associated with chemicals,
3. A review of protective measures to be taken,
4. Safe work practices, emergency responses and use of personnel protective equipment,
5. Information on the Hazard Communication Standard including
 - Explanation of Labeling and warning systems, and
 - An explanation of Safety Data Sheets
 - A review of chemicals used on site
 - Location of work areas using hazardous products

Personal Protective Equipment (PPE)

Required PPE is available from the Project Superintendent. Any employee found in violation of PPE requirements may be subject to disciplinary actions up to and including discharge.

Emergency Response

1. Any incident of over exposure or spill of a hazardous chemical/substance must be reported to the Project Superintendent at once.
2. The foremen or the immediate supervisor will be responsible for ensuring that proper emergency response actions are taken in leak/spill situations.

Hazards of Non-Routine Tasks

1. Supervisors will inform employees of any special tasks that may arise which would involve possible exposure to hazardous chemicals.
2. Review of safe work procedures and use of required PPE will be conducted prior to the start of such tasks as confined space, unlabeled pipe containing chemicals.
3. Where necessary, areas will be posted to indicate the nature of the hazard involved.

Informing Other Employers

1. Other on-site employers are required to adhere to the provisions of the Hazard Communication Standard.
2. Information of hazardous chemicals known to be present will be exchanged with other employers during the preconstruction meeting. Employers will be responsible for providing necessary information to their employees.
3. Other on-site employers will be provided with a copy of the hazard communication program of Flintco, LLC.
4. Flintco, LLC will supply central location for SDS so all employees of all trade partners will have access.

Posting

Flintco, LLC has posted information for employees at this job site on the Hazard Communication Standard. This information can be found at the Project Office.

Hearing Conservation Plan

If engineering controls cannot be used or when engineering controls do not reduce the DBA levels below the permissible exposure level found in 29 CFR 1926.52, Table D2 and/or ANSI S3.19, then employees who are exposed will be fitted with adequate hearing protection. Noise reduction levels should be maintained at 85 dba per 8 hr. work shift.

In order to determine the actual DBA level employees will be exposed to, the project superintendent or competent person appointed by the superintendent shall monitor the DBA level by the use of an analogue sound level meter.

During the monitoring process, all employees including the monitor will be fitted with adequate hearing protection which will reduce the DBA to NRR: 31 and meets ANSI S12.6-1984.

Upon completion of the monitoring period, if the DBA exceeds the permissible noise level for the time duration as outlined in 29 CFR 1926.52, Table D2 and/or ANSI S3.19, all employees who will be exposed shall be issued adequate hearing protection and receive training in proper wearing and fitting per manufacturing instructions.

Any employee who cannot wear ear plugs will not be assigned to an activity that requires the use of ear plugs.



Heat Stress Prevention

When “hot weather” approaches, we should be aware of the types, symptoms, first aid measures, and factors of Heat Stress Illnesses and proper hydration of our employees. The following information will be used to instruct our employees on potable water consumption and the recognition of heat stress hazards.

California projects shall follow the Cal OSHA Title 8, Chapter 4, and Section 3395.

Potable Water

All Flintco, LLC project personnel are provided access to the jobsite office at all times throughout the work shift.

1. An adequate supply of water shall be provided for Flintco, LLC personnel in the office.
2. Water will be supplied by a water dispenser, individual bottles of drinking water or a water container.
3. When using a water dispenser or a water container, individual drinking cups will be provided and used.

Trade partners on Flintco, LLC Projects are responsible for providing drinking water for their personnel. Each Trade partner shall have and follow their company Heat Stress Program, or they may adopt the following guidelines for their personnel.

1. An adequate supply of water shall be provided on all jobsites.
2. A sufficient number of water containers will be kept on each jobsite.
3. Portable water containers shall be capable of being tightly closed.
4. Water shall not be dipped from the containers and the use of a common drinking cup is prohibited.

5. Maintain a supply of new drinking cups, do not recycle drinking cups.
6. Provide a cup dispenser at each water station.
7. Provide a trash container in the immediate area of the drinking water to dispose of used cups.
8. Containers shall be inspected and cleaned prior to each workday.
9. The containers should be cleaned with soap, or another approved sanitary cleaner.
10. The jobsite foreman will assign a person to fill the containers at the beginning of each workday and replenish as needed during the workday.
11. Container lids shall be tightly secured, taped and labeled with current days date.
12. Discuss with your employees the importance of sanitation and cleanliness.

Training

Heat Illness Prevention Training will be provided for Flintco, LLC supervisors and employees. Each Trade partner is responsible for training their employees. The content of the training will include, but is not limited to:

- The environmental and personal risk factors for heat illness.
- The employer’s procedures for complying with the required heat illness prevention plan.
- The importance of frequent consumption of small quantities of water.
- The importance of acclimatization.
- The different types of heat illness and the common signs and symptoms of heat illness.
- The importance of employees immediately reporting to the employer, directly or through their employee’s supervisor, symptoms or signs

of heat illness they may experience or observe in co-workers.

- The employer's procedures for responding to symptoms of possible heat illness, including how emergency medical services will be provided should they become necessary.
- The employer's procedures for ensuring that in the event of an emergency, clear and precise location of the work site can and will be provided as needed to emergency responders.

Heat Exhaustion– Types, Symptoms and First Aid

Heat exhaustion is the body's response to an excessive loss of the water and salt, usually through excessive sweating. Workers most prone to heat exhaustion are those that are elderly, have high blood pressure, and those working in a hot / humid environment. If not treated properly it can result in the individual having a heat stroke.

Symptoms of heat exhaustion include:

- Heavy sweating / fast and shallow breathing
- Extreme weakness or fatigue
- Dizziness, confusion
- Headache/ light headedness
- Nausea or vomiting
- Clammy, moist skin
- Pale or flushed complexion / slightly elevated body temperature
- Muscle cramps

First Aid: Treat a worker suffering from heat exhaustion with the following:

- Have them rest in a cool, shaded or air-conditioned area.
- Cool worker with cold compresses/ ice packs
- Have them drink plenty of water or other cool, non-alcoholic beverages.

Heat Syncope – Types, Symptoms and First Aid

Heat syncope is a fainting (syncope) episode or dizziness that usually occurs with prolonged standing or sudden rising from a sitting or lying position. Factors that may contribute to heat syncope include dehydration and lack of acclimatization.

Symptoms of heat syncope include:

- Light-headedness
- Loss of consciousness
- •Dizziness
- Fainting

First Aid Workers with heat syncope should:

- Sit or lie down in a cool place when they begin to feel symptoms to decrease their body temperature.
- Elevate legs to promote blood returning to the heart
- Slowly drink water, clear juice, or a sports beverage.

Dehydration – Types, Symptoms and First Aid

Dehydration occurs when the amount of water leaving the body is greater than the amount being taken in. **Symptoms of Dehydration include:**

- Fatigue
- Cramp and tightness in muscles, especially in the legs
- Headaches, dizziness, and confusion
- Reduction in the amount of frequency of urination, with dark colored urine
Reduced Movement

First Aid: Workers with dehydration should:

- Increase water intake
- Rest in shade/cool environment

Heat Cramps – Types, Symptoms and First Aid

Heat cramps usually affect workers who sweat a lot during strenuous activity. This sweating depletes the body's salt and moisture levels. Low salt levels in muscles cause painful cramps. Heat cramps may also be a symptom of heat exhaustion.

Symptoms

- Muscle pain or spasms usually in the abdomen, arms, or legs.

First Aid: Workers with heat cramps should:

- Stop all activity and sit in a cool place.
- Drink clear juice or a sports beverage.
- Not return to strenuous work for a few hours after the cramps subside because further exertion may lead to heat exhaustion or heatstroke.

Seek medical attention if any of the following apply:

- The worker has heart problems.
- The worker is on a low-sodium diet.
- The cramps do not subside within one hour.

Heat Stroke – Types, Symptoms and First Aid

Heat stroke is the most serious heat-related disorder. It occurs when the body becomes unable to control its temperature: the body's temperature rises rapidly, the sweating mechanism fails, and the body is unable to cool down. When heat stroke occurs, the body temperature can rise to 106 degrees Fahrenheit or higher within 10 to 15 minutes. Heat stroke can cause death or permanent disability if emergency treatment is not given.

Symptoms of heat stroke include:

- Hot, dry skin (no sweating)
- Hallucinations
- Fainting
- Chills

- Throbbing headache
- High body temperature
- Confusion/dizziness
- Slurred speech

First Aid: Take the following steps to treat a worker with heatstroke:

- Call 911 and notify their supervisor / MEDICAL EMERGENCY.
- Move the sick worker to a cool shaded area.
- Drink fluids (preferably water) as soon as possible.
- Cool the worker using methods such as:
 - Soak their clothes with water
 - Spraying, sponging, or showering them with water
 - Fan their body

Preventive Measures Employees Can Take

- Drink small amounts of cool water frequently to prevent dehydration
- Drink throughout the day to relieve thirst and maintain an adequate urine output
- Plain water is usually adequate without need to take additional salt or minerals beyond those in your diet. A sports beverage can replace the salt and minerals you lose in sweat. (Not company provided)
- Wear appropriate clothing
- During periods of elevated temperature, employees should wear light-colored, lightweight, loose-fitting cotton clothing that allows ventilation of air to the body.
- Protect yourself from the sun by wearing a wide-brimmed hard hat or cap style hard hat, and approved safety glasses
- Sunscreen—SPF 15 or higher—are also recommended
- Pace yourself. Start slowly and pick up the pace gradually

- Stand or sit up slowly. Flex leg muscles before moving
- Take time to cool down
- Rest often in shady areas
- Take time to acclimate to heat and humidity

Medical Emergencies

Employers will identify the First Aid/Competent Persons on each jobsite; and advise employees who to contact in the event of an emergency. Heat related illness and treatment is to be covered in all recognized First Aid Training.

In the event of a heat related illness, immediately summon the jobsite designated First Aid/Competent Person. The First Aid/Competent Person will assess the severity of the illness, designate a responsible individual to call 911 for emergency medical assistance, if deemed necessary; begin

first aid treatment until such emergency assistance arrives. The First Aid/Competent Person is to remain with the injured/ill employee until relieved by emergency personnel in response to the 911 call. The First Aid/Competent Person may require a break from rendering treatment and may do so when relieved by another jobsite First Aid/Competent Person. At no time is the injured/ill employee to be left alone.

The supervisor responding to the incident is responsible for documenting all pertinent information relating to the emergency. Documentation would include witness statements, details pertaining to the events that led to the employee's heat illness, and the subsequent actions that followed, such as medical treatment rendered, and the outcome.

HEAT CONDITIONS		
Condition	Signs/Symptoms	First Aid
Heat Cramps	Painful muscle spasms Heavy sweating	Increase Water intake Rest in shade/cool environment
Heat Syncope	Brief fainting Blurred vision	Increase Water intake Rest in shade/cool environment
Dehydration	Fatigue Reduced movement	Increase Water intake Rest in shade/cool environment
Heat Exhaustion	Pale and clammy skin Possible fainting Weakness, fatigue Nausea Dizziness Heavy sweating Blurred vision Body temp slightly elevated	Lie down in cool environment Water intake Loosen clothing Call 911 to summon ambulance if symptoms continue once in cool environment
Heat Stroke	Cessation of sweating Skin hot and dry Red face High body temperature Unconsciousness Collapse Convulsions Confusion or erratic behavior Life threatening condition	

Housekeeping

1. Housekeeping shall be done on a continuous basis.
2. All walkways, ramps, stairways and access points to ladders shall be kept free of debris.
3. All trash and debris shall be cleaned up and disposed of on a daily basis.
4. Laydown areas, parking lots and temporary facility shall be kept in a clean and orderly manner at all times.
5. All Materials must be kept on dunnage.
6. Trash barrels shall be located at each water can location and used cups shall be deposited in trash barrel.
7. All combustible material, such as oily rags, shall be kept in fire resistant covered containers until removed from worksite to avoid the possibility of fire.
8. No glass bottles are allowed on the jobsite.
9. Construction materials such as scrap sheet rock, broken block, brick, and loose conduit shall be picked up on a daily basis.
10. All material shall be stacked in a manner to avoid spreading, tilting, falling or rolling.
11. If a trade partner fails to keep his/her portion of work area cleaned, they will be notified by Flintco, LLC. After 24 hours written notice, Flintco, LLC shall perform the necessary clean up and charge the appropriate trade partner for the cleanup.
12. All scraps that are produced from employee lunches shall be removed from the job site daily by the employee. Employee's failure to comply may result in his/her removal from the project.



Infection Control Policy

This infection control policy applies to all facilities that are classified as a medical establishment. A medical establishment includes, but is not limited to; hospitals, clinics, doctor's offices, nursing homes, assisted living centers, rehab treatment centers and laboratories.

Construction activities can affect the environmental stability of a facility and expose our employees and the occupants of the facility to infection contaminants. To protect the health and safety of all individual's strict adherence to this policy is required.

For the purpose of clarification construction is presented in three levels: Construction Type, Construction Class and Risk Level.

Definition

Construction Type

Type A - Inspection and non-invasive activities include, but are not limited to; removal of ceiling tiles for visual inspection (limited to 1 tile per 50 square feet), painting (but not sanding), removing wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.

Type B- Small scale, short duration (equal to or less than one 8-hour shift) activities which create minimal dust. Includes but is not limited to; installation of telephone and computer cabling, access to chase spaces, cutting of walls or ceiling where dust migration can be controlled.

Type C - Any work which generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies. This type of construction may include but is not limited to; sanding of walls for painting or wall covering, removal of floor coverings, removal of

ceiling tiles and casework, new wall construction, minor duct work or electrical work above ceilings, major cabling activities, and any activity which cannot be completed within a single 8 hour work shift.

Type D - Major demolition and construction projects. Including but not limited to; activities which require consecutive work shifts, require heavy demolition or removal of a complete cabling system, and new construction.

Construction Class

Class I

1. Utilize appropriate signage to direct staff, patients, and visitors away from the construction site.
2. Minimize dust production.
3. Wipe up dust with damp cloth when work is complete.
4. Immediately replace any ceiling tile displaced for visual inspection.

Class II

1. Utilize appropriate signage to direct staff, patients, and visitors away from the construction site.
2. Minimize dust production.
3. At completion, remove all debris and as much dust as possible from site.
4. Wipe up dust with damp cloth using facility approved disinfectant.
5. Damp mop using facility approved disinfectant or vacuum with HEPA filtered vacuum.

Class III

1. Requires facility infection control department approval before construction begins.
2. Establish construction crew's path of entry and exit from construction area.
3. Place dust mat(s) at entrance/exit of work area. Dust mats are to be HEPA filter vacuumed at least daily and replaced with clean mats at least weekly. The placing and cleaning of dust mats are the trade partner's responsibility.
4. Establish a pathway for workers who may need to leave the construction site and enter another area of the facility.
5. Workers are to remove as much dust as possible from clothing and shoes before leaving construction site to enter another area of the facility. Use a HEPA filtered vacuum for dust removal.
6. Complete all critical barriers before construction begins.
7. Establish and confirm negative air pressure within the work site. Negative air pressure is to be maintained within the work site and confirmed on a daily basis or as requested by facility infection control department. Trade partner is responsible to document and maintain records of negative air pressure checks and any corrective action taken.
8. Seal unused doors with duct tape.
9. Block/seal air supply and return vents.
10. Seal holes, pipes, conduits, and punctures appropriately.
11. Minimize dust production as much as possible. HEPA vacuum construction site floor daily.
12. Establish path for transportation of construction waste. Transport construction waste in covered containers.
13. Utilize appropriate signage to direct staff, patients, and visitors away from construction site.
14. Do not remove barriers from work area until project is complete and initial cleaning is done.
15. At project completion, remove all debris and as much dust as possible from the construction site. Vacuum flooring and other surfaces with HEPA filtered vacuum.
16. Remove barrier material carefully to minimize spreading of dirt and debris.
17. Wipe work surfaces with facility approved disinfectant.
18. Damp mop flooring or vacuum with a HEPA filtered vacuum
19. Approval by the facility infection control department is required upon completion.

Class IV

All of class III recommendations, plus

1. Construct a secondary clean room attached to the exterior of the entrance/exit barrier to the site.
2. All workers and tools must pass through the clean room in order to leave the work site.
3. Workers must wear disposable coveralls that are removed and placed in containers in the clean room each time they leave the work area. Containers are to be lined with plastic bags. Bags are to be tied and removed from the clean room daily for disposal with other construction waste.
4. Workers leaving the work site are to remove as much dust as possible from shoes using HEPA filtered vacuum.
5. Tools and container must be wiped in the clean room before removal from work site.

Risk Levels

As a general standard, the following risk level has been assigned to the areas listed below. Consult the facility infection control department for additional areas of concern and clarification per their policy.

Low Risk

Office areas, corridors/space adjacent to these areas.

Moderate Risk

Laboratory, admitting, Pre-admission, doctors' offices, all patient care areas not listed below as high or critical risk, and the corridors/spaces adjacent to those areas.

High Risk

ER, same day surgery, labor and delivery, newborn nursery, medical-surgical nursing units, and corridors/spaces adjacent to those areas.

Critical Risk

Surgery, radiology, oncology, critical care units, cardiac-cath lab, dialysis, pharmacy, labor and delivery, surgical sites, and corridors/spaces adjacent to those areas

Refer to table below.

TYPE AND CLASS OF CONSTRUCTION TO DETERMINE RISK LEVEL				
Construction Type	Type A: Inspection Non-Invasive Activity	Type B: Small Scale, Short Duration, Minimal Dust Generating Activity	Type C: Generates Moderate To High Levels Of Dust Requires More Than One Shift To Complete	Type D: Major Duration And Construction Activities Require Multi-Work Shifts
Risk Level				
Low Risk	Class I	Class II	Class III	Class III
Moderate Risk	Class I	Class II	Class III	Class III
High Risk	Class II	Class II / III	Class III / IV	Class III / IV
Critical Risk	Class II	Class III	Class IV	Class IV

General Requirements

1. All company employees and employees of its trade partners participating in the construction of a Medical Establishment, covered by this policy, will be required to complete training on infection control, as it pertains to this policy.
2. All participants/employees will receive a copy of the Infection Control Policy, and will sign a certification of acknowledgement (Appendix A.) A copy of the Certification of Acknowledgment will be maintained on file in the Flintco, LLC office.
3. Violation of any portion of the Infection Control Policy or the policy and practices of the Facility will require the offending employee to repeat the training process.
4. A second violation of the Infection Control Policy will require removal of the offending employee/participant.
5. Compliance monitoring inspections will be conducted and documented (Appendix B) at the start and end of each shift.
6. A Life Safety Inspection shall be conducted and documented (Appendix C) on a weekly basis.
7. Each employee will be instructed as to the pathway they are to use to and from the work area. Each employee will be instructed where they are to park/workers parking.
8. Each employee will be instructed on how to clean tools prior to entering and exiting the work site.
9. Each employee will receive instruction to secure and cover materials in containers prior to leaving the work site.
10. Each employee will receive instruction to identify the pathway for use in removing debris and materials to and from the work site, and the location of the dumpster.
11. Each employee will be instructed, prior to entering the work site, when special clothing or covering is required.
12. Each employee will be instructed to identify trade partner facilities such as lunch and break area, smoking and toilet facilities.
13. Each employee will receive instruction for special procedures such as dust removal from shoes, clothing, carts and equipment prior to exiting the worksite.
14. Each employee will be instructed of any restrictions associated with specific work activities, such as the time of day it can be conducted.
15. Each employee will be instructed to use specific elevators and stair wells designated for construction employees.
16. Each employee will be instructed on the location of emergency contact names and phone numbers in case of emergency.

Training

1. At no time should an employee pick up or touch any medical equipment such as needles, syringes, containers or bodily fluids.
2. If an employee should discover any medical equipment or bodily fluids, they are to immediately contact their supervisor. Supervisors are to immediately report such findings to the Facilities Infection Control Department for proper removal.
3. For their own personal safety, employees must consult with their Supervisor before entering the work site if they have open cuts or wounds. The supervisor will consult with the safety department prior to giving permission to the employee to enter the worksite.

Equipment

1. Negative air machines with supply of filters

2. Negative air flow meter with alarm
3. Sticky mats with removable strips
4. Dump carts with lids
5. Trash bags with ties
6. Disposable coveralls (if working in a critical risk class IV area)
7. Rubber gloves
8. Double strap dust mask
9. Directional signage
10. Mop and mop bucket
11. HEPA filtered vacuum
12. Facility approved disinfectant
13. Clean room (area large enough to accommodate one person and one dump cart at a time)
14. Wipe cloths
15. Disinfectant hand wipes
16. Self-contained wash facility
17. Disinfectant for cleaning up (approved by Facility I. C. Department)

Monitoring

1. Establish an air quality baseline prior to starting contract work
2. Document negative air pressure as shown on negative air machine meter
3. Continually monitor areas outside of work area for dust
4. Check containment barrier for leaks
5. Check air quality at work completion after final cleanup is complete and prior to removal of barriers
6. All monitoring results are to be on file at the Flintco, LLC office.

7. Start-Up Requirements

8. Hook up negative air machine
9. Install temporary partitions to the deck
10. Cap off existing air supply and air return vents
11. In class IV operation install secondary clean room
12. Install door closers on doors in temporary barrier walls
13. Install sticky mats at entrance and exit doors

Continuing Requirements

1. Cover dump carts when hauling materials out of work area
2. Clean and mop daily (more often as needed)
3. Replace sticky mats if mats no longer remove all dust from shoes

Lead Written Program

The purpose of this program is to ensure that all employees are safeguarded from the occupational health and safety risks associated with Lead.

Flintco, contractors and owners shall be in compliance with OSHA 29 CFR 1926.62 and OSHA 29 CFR 1910.1025

Building Owners

- Prior to any demolition or renovation activities, the building owner is responsible for conducting an inspection for lead in the affected portion of the building.
- The owner must notify Flintco, LLC of the presence, location, and quantity of Lead containing material in the building.
- Notification shall be in writing and must be accompanied by a Lead survey.
- If Lead abatement is conducted under the direction of the owner, Flintco, LLC will not allow work to commence until the owner provides Flintco, LLC a clean air report.

Project Managers

- Prior to any demolition or renovation activities, the project manager shall obtain from the building or facility owner a copy of the Lead survey identifying the presence, location, and quantity of Lead containing material in the affected area of the building.
- The project manager shall provide a copy of the Lead survey to the superintendent and trade partners or any other affected party prior to the start of any work.
- The project manager shall also review local codes and ensure that we are in compliance with any permitting or notification requirements of that locale.

Superintendents

- Prior to any demolition or renovation activities,

the superintendent shall review the Lead survey and become familiar with the location, type, and quantity of Lead in all work areas.

- The Lead survey shall be posted and made available to all workers on site.
- The results of the survey must be communicated to all Flintco, LLC field labor, trade partner personnel, and any other affected party prior to start of work.
- The superintendent shall ensure that all employees working on site have sufficient Lead awareness training. The HSE Department shall be contacted to determine the length and scope to the training required. Documentation of such training shall be kept on file and made available for review upon request.

General Requirements

Flintco, LLC does not and will not perform Lead abatement related activities under any circumstances. Under normal circumstances Flintco, LLC will not contract directly with a licensed Lead abatement company, transporter or dumping facility. This policy will not be deviated from without written permission from the Risk Management Vice President.

Building Inspections/ Surveys

- All buildings regardless of age shall be inspected for Lead prior to any demolition or renovation activities.
- No building shall be considered exempt from the required Lead inspection based on age or date of last renovation.
- If during construction activities a suspect material is discovered that was not part of the original inspection, work must be stopped immediately. The area will be cordoned off until an inspection of the material can be completed by a qualified inspector.

- Individuals engaged in the sampling of suspected Lead containing material must meet minimum federal and state training requirements including (but not limited to) the possession of a valid Lead Inspector License.
- If the inspection indicates the presence of Lead-containing material and these materials will be disturbed due to demolition or renovation activities, then they shall be removed by a licensed Lead abatement trade partner.
- Training will include:
 1. Health effects of Lead
 2. The types, properties and uses of Lead
 3. The hazards of Lead fiber inhalation and ingestion
 4. Types of activities which could release Lead fibers
 5. The proper response to fiber release episodes

Emergency Procedures

Every effort will be made to identify the presence and location of all Lead containing material prior to demolition or renovation activities minimizing the chance of accidental disturbance. Upon identification or accidental release of Lead containing material or the accidental release should occur, the following steps should be followed immediately:

- Stop work immediately, wet material, and vacate the area.
- Notify supervision of the disturbance.
- Isolate the area to prevent entry by others.
- Post danger signs to inform other personnel of the hazard.
- Shut off or temporarily modify the air handling system to prevent the distribution of Lead fibers to other areas.
- Do not attempt to clean up debris.
- Suspect material must be evaluated and tested immediately.
- Do not reenter the areas until tests are confirmed.

Training

- All workers shall be trained on the hazards associated with Lead and the procedures for safely working around Lead materials without endangering themselves, their coworkers, or other building occupants.
- This is regardless of the fact that the Lead has already removed, and we are in receipt of a clean building report.

Lock Out – Tag Out Program

Lockout/Tagout – 29 CFR 1910.147 Control of Hazardous Energy

No employee or trade partner will work on any energized system including but not limited to mechanical, electrical, hydraulic, or pneumatic; until it has been totally de-energized. All de-energized systems must be locked out and tagged out according to Flintco LOTO procedure.

Policy

All equipment, pipelines, pumping units, pumps, compressors, vessels, or systems containing hazardous substances, mechanical, hydraulic, pneumatic, electrical, chemical thermal, or other sources of energy that could cause injury to personnel shall be rendered inoperative during repair, cleaning, modification, servicing and maintenance activities. Lockout and tagging disconnects, circuit breakers and supply valves as well as energy isolating devices shall be used.

Purpose

The purpose of this procedure is to establish the minimum requirements necessary to ensure the physical safety of all personnel required to perform work on any energy source. It shall be used to ensure that machines or equipment are isolated from all potentially hazardous substances and energy.

Scope

This standard shall apply to all locations and employees in all instances where work occurs on or inside equipment with moving parts, or which could contain dangerous vapors, chemicals, pressure, temperature or electricity.

Responsibility

It is the responsibility of all levels of supervision to assure that the requirements set forth in this standard are followed without deviation. Employees authorized to lockout and tagout shall

be instructed in the safety significance of lockout/tagout procedures. (Employees authorized for group lockout – see attachment “A”). Each new or transferred affected employee whose work operations are or may be in the area shall be instructed in the purpose and use of the lockout/tagout procedures. (See attachment “A”).

Definitions

Lockout/Tagout – The placement of a lock/tag on the energy isolating device in accordance with an established procedure indicating that the energy isolating device shall not be operated until removal of the lock/tag in accordance with the procedure.

Note: All equipment significantly repaired, modified or installed after 10/31/89 must accept lockout device.

Lockout Device – A device that utilizes a lock and key to hold an energy isolating device in the safe position for the purpose of protecting personnel. Each lock shall be identified and assigned to individual craft personnel as required.

Tagout Device – A prominent warning device that is capable of being securely attached and that, for the purpose of protecting personnel forbids the operation of any energy isolating device and identifies the applier or authority that has control of the procedure. Minimum information required on a tag shall be the name and department of the person attaching the tag, date and time of attachment.

Energy Source – Any electrical, mechanical, hydraulic pneumatic, chemical, thermal, pipeline, pumping units, pumps, compressors, a system containing hazardous substances or other energy source that could cause injury to personnel.

Energy Isolating Device – A physical device that prevents the transmission or release of energy, including but not limited to the following: a

manually operated electrical circuit breaker, a disconnect switch, a slip blind, blind flange, a line valve, blocks, chains and similar device with a visible indication of the position of the device. (Push button, selector switches, and other control-circuit devices are not energy isolating devices).

Affected Employee – A person whose job includes activities such as erecting, installing, constructing, repairing, adjusting, modifying, inspecting, operating, or maintaining the equipment/process.

Supervisor – Any person having direct first line supervisory responsibilities over the work location, as defined. The term shall also mean any knowledgeable person designated by the first line supervisor to accept the responsibility of complying with this procedure.

Authorized Individual – A knowledgeable person to whom the authority and responsibility to perform a specific assignment has been given by his/her supervisor.

Standard

1. On each individual job, make a survey to locate and identify all energy sources to be isolated and to be certain which switch(s), valves(s) or other energy isolating devices apply to the equipment to be locked and/or tagged out. More than one energy source such as electrical, mechanical, pressure, etc. or others may be involved. Questionable energy source problems shall be resolved with applicable supervision (operations or maintenance) before lockout/tagout commences and the job continues.
2. Notify all affected employees that a lockout/tagout system is going to be utilized and the reason, therefore. The authorized employee shall know the types and magnitude of the energy that the machine or equipment must identify and list the numbers of energy isolation devices either on work permits or attachment to work permit.
3. Each department/craft will have separate color-coded locks and will be controlled by the first line field supervisor of that department or group (see attachment “A”).
4. Lockout padlocks shall be made available to authorized personnel who must clean, modify, perform maintenance on, or otherwise work on equipment.
 - Padlocks shall be tamper proof.
 - If duplicate keys are desired, they must be kept in a central location and closely supervised to prevent unauthorized removal.
5. “Danger Do Not Operate” tags (attachment “b”) shall be used in connection with the padlock.
 - Each time an employee uses a padlock, he shall attach a completely filled out “DANGER DO NOT OPERATE” tag to the lock.
6. The following minimum requirements shall be met when shutting down equipment for repair or servicing.
 - The employee shall assure, through proper positioning of valves, switches, or other mechanical devices, that the equipment or system is rendered inoperable. The machine or equipment shall be turned off or shutdown using the procedures established for the machine or equipment
 - Each employee or group who will be working on the equipment or system must place his lock and tag on the proper disconnect, circuit breaker, or valve, etc...
 - After locking out, the employee shall operate the switch, valve or other energy isolating device so that employee is sure equipment is isolated from energy sources. Stored energy such as that in springs, elevated machine members, rotating flywheels, hydraulic system, and air, steam, gas or water pressure, etc., must be dissipated or restrained by methods such as repositioning, blocking, bleeding down, etc.
 - If work on the equipment is to be halted for any length of time during a shift or will not be

resumed until the following day, no change in the tags or locks would be necessary if it is expected the same workers will be returning.

- If work on the equipment extends into the following shift or day, or the worker is removed from the job permanently, then he must remove the “DANGER DO NOT OPERATE” tag and lock as he leaves, the person relieving him must attach his own tag and lock in its place.

7. Minimum requirements which shall be met when returning the equipment or systems back to operations.

- As each worker or group of workers finishes with their portion of the job, they shall remove their “DANGER” tags and locks and notify the operating supervisor of this action.
- When the employee who attached the lock and tag is not available, the first line field supervisor of the person signing the tag will have authority to remove the tag and lock after taking the following precautions.
 - a. Determining the reason for lock and tag.
 - b. Determining the status of the job.
 - c. Inspecting the equipment or system involved.
 - d. Assuring himself that it is safe to remove the energy isolating device.
- After all the locks and “DANGER” tags have been removed, the equipment or system must be checked for proper operations by the operator or supervisor. If a problem still exists, then all steps in the procedure should be followed again.

Selection of Protective Materials/ Hardware

The requirement for tags, chains, blinds, locks adapters, pins, blocks and the life shall be determined for each work location by the operations and maintenance supervisor assigned to the work location, with the suggestions and assistance of the

Safety Department. An adequate supply of the above listed devices shall be maintained, distributed, or assigned as needs dictate.

Lockout/tagout devices shall be of a distinctive design and appearance and shall be used solely for the purpose of providing personal protection.

Lockout devices shall be attached in such a manner as to hold the energy isolating devices in a safe position. Tagout devices shall be attached in such a manner as to hold the energy isolating devices in a safe position. Tagout devices shall be attached in such a manner as to forbid the operation of energy isolating devices.

Periodic Inspections

It shall be the responsibility of the supervisor and the maintenance supervisor at each work location to verify, through regular and periodic inspections, each location’s compliance with this procedure. The periodic inspections shall be documented. A certified review of the inspection including date, equipment, employees & the inspector must be documented. Annual inspections shall be conducted to ensure procedures and requirements are being followed.

Individual jobs shall be audited, on a random basis, for compliance to this lockout/tagout procedure by management and the Safety Department. Non-conformance to establish procedures will result in disciplinary action.

Training

Each employee who is authorized or affected by lockout/tagout procedures will go through initial program implementation training and annual documented training thereafter. Retraining is required when there is a change in machines, a change in the energy control procedures, or a new hazard is introduced. Retraining is required when there is a change in job assignments, in machines, a change in the energy control procedures, or a new hazard is introduced. See (attachment “C”) for outline of training. New employees and reassigned employees will receive lockout/tagout training.

Note: All equipment significantly repaired or modified after 10/31/89 must accept a lockout device.

Trade partners

Trade partners working on the company's equipment must be notified of the company's lockout/tagout procedure. All equipment requiring isolation must first be locked out and tagged out by a company employee. It is the responsibility of the trade partner to comply with all aspects of OSHA 1910.147 lockout/tagout procedure.

Training Outline Lockout/Tagout Procedure

Topic:

Control of Hazardous Energy (Lockout/Tagout)

Content Overview:

Practices, Procedures for the use of lockout and tagout devices

Objective:

After completing this training, employee will:

1. Know the hazards involved in unexpected energized or startup of machines and equipment.
2. Know the importance of lockout/tagout
3. Understand procedures used in lockout/tagout.
4. Know the devices used in lockout/tagout

Handouts:

Training Outline

Other Materials:

Samples of lockout and tagout devices.

Training Activity Outline:

1. The purpose of the Standard and Hazards. What Hazardous Energy is. Specific Sources of Hazardous Energy at this Facility. The Purpose of the Standard.
2. When the Standard applies. Unexpected Energizing during servicing or maintenance.

Normal Production Operation Not Covered.
Exceptions to the Rule

3. Definitions. Authorized and affected employees. Other specific definitions applicable to your operation.
4. Equipment used for Lockout/Tagout Locks and Tags. Standardized appearance.
5. Personal identification on tags. Lockout/Tagout procedures.
 - Type and magnitude of the energy hazards to be controlled. Method or means of control.
 - Notification of affected employee's shutdown.
 - Isolation from all energy sources.
 - Physical blocking and securing if necessary. Placement of lockout/tagout devices.
 - Release of stored energy.
 - Testing to verify effectiveness of energy control. Release from Lockout/Tagout.
 - Inspection of the work area. Nonessential items removed. Equipment operationally intact.
 - Employees safely positioned and notified of re-energization, release of employee who applied device is no longer at facility.
6. Special rules to Tagout System.
 - Warning devices, not physical restraints not to be removed, bypassed or ignored
 - All signage or pictograms to be made legible and understandable
 - Materials
 - Attachment
 - Personal identity of employee using tag
 - Group Lockout and Tagout
 - Types of groups
 - Application

Masonry

1. Prior to the start of masonry walls, a Limited Access Zone (LAZ) will be established:
 - a. The limited access zone shall be the height of the wall plus 4'-0".
 - b. Limited Access Zone shall run the full length of the wall.
 - c. Limited Access Zone shall be on the un-scaffold side of the wall
 - d. Only employees who are actively engaged in the construction of the wall are permitted to enter the Limited Access Zone.
 - e. Limited Access Zone will remain in place until the wall is adequately braced.
2. All masonry walls over 8'-0" high shall be adequately braced to prevent overturning or collapse until permanent supporting elements of the structure are in place.
3. Concrete mixers shall be equipped with guards on all moving parts.
4. At no time shall an employee attempt to clean out the hopper until the power to the equipment has been shut off and locked out by an authorized individual.
5. Concrete sacks are to be disposed of properly not to create a housekeeping issue.
6. Mixer operator shall wear proper personal protective equipment while performing mixing operation.



7. Employees operating masonry saws will wear both ANSI Z87 approved safety glasses with side shields and full-face shield.
8. Cutting of masonry will be performed in a wet cut method unless the saw is equipped with a dust collection system.
9. The area around the masonry saw shall be kept free of cut off masonry units to prevent trip hazards.
10. Masonry saws shall be guarded with a semicircular enclosure over the blade.
11. The motor frame on all stationary electrical saws shall be grounded.
12. Masonry units shall not be stacked that exceed 7 feet in height. All stockpiles over 4'-6" shall be stepped back at least 1" per foot above 4'-6".

Mold Protocol

Water Infiltration

- Any employee who observes unintended water infiltration into a completed building (or ongoing construction site) should immediately report the condition to the Project Superintendent.
- The Project Superintendent should take immediate steps to investigate the source of the water infiltration, identify the responsible party, and devise a procedure to eliminate the infiltration.
- If the water infiltration persists or cannot be corrected within 12 hours, the Project Superintendent should contact the Project Director and Corporate HSE Director for further instruction.

Water Damaged Building Materials

- All building materials delivered to the construction site should be closely inspected for pre-existing water damage and/or mold growth.
- If installed construction materials become wet, the Project Superintendent should be notified immediately and will determine whether the work must be removed, replaced, or allowed to dry. If the choice is to allow the material to dry, the Project Director and Corporate HSE Director should be immediately notified.
- Under no circumstances will new or additional construction be placed over, or otherwise enclose wet building materials.

Visible Mold

- Any employee who observes any substance that appears to be mold or other fungal growth (or other unidentified substance) within a completed building or an ongoing construction site shall immediately suspend all construction operations in the area and report the condition to the Project Superintendent.

- The Project Superintendent shall immediately contact the Project Director and Corporate Safety Director to discuss the appropriate course of action. No one shall be allowed back into the affected area without the permission of the Corporate HSE Director.
- If an environmental consultant and/or remediation trade partner is required, they must be pre-qualified by the Corporate Safety Director.

Enclosed Spaces

- Project Superintendents and Project Managers shall review all plans and specifications in an effort to determine whether the building design creates any tightly enclosed spaces or other conditions that could create water or humidity problems on the project. Particular attention must be paid to the movement of air within the enclosure, including the use or lack of ventilation.
- If such conditions are discovered, they shall be brought to the attention of the owner and architect for resolution and/or direction.
- If a lack of ventilation or moisture build-up is discovered during construction, the Project Superintendent must take steps to ventilate the area and immediately bring the issue to the attention of the Project Director and Corporate Safety Director.
- If the actions of the owner and/or architect do not resolve the matter to the Corporate Safety Directors satisfaction, or if the water/humidity problems persist, the Project Director and Corporate Safety Director shall immediately bring the matter to the attention of the Area Vice President.

Vinyl Wall Covering

- The installation of vinyl wall covering on exterior walls is not to be done, unless the Owner or the Owner's Representative has signed a Vinyl Wall Coverings – Exterior Wall Waiver, releasing Flintco, LLC of all liability with regard to mold growth between the vinyl wall covering and the drywall.
- Sample Waiver (below)

WAIVER		
Vinyl Wall Coverings – Exterior Walls		
<p>This waiver is intended to hold Flintco, LLC and its associated trade partners harmless for the effects of mold and mildew growth from the installation of vinyl wall coverings on exterior walls. Owner(s) _____ has been informed that vinyl wall coverings on exterior walls create the proper conditions for mold and mildew growth in sheetrock behind the vinyl wall coverings. It is Flintco, LLC policy to not install vinyl wall coverings on exterior wall without the express written consent of the Owner.</p>		
<p>The Owner(s) _____ has directed Flintco, LLC to install the wall coverings on exterior walls regardless of the warning of mold growth anticipated for this type of application.</p>		
_____	_____	_____
Name	Title	Date
_____	_____	_____
Name	Title	Date

OSHA Inspection Policy

1. Ask for his/her credentials. If the inspector does not object, make a copy of his/her identification card. If a copy cannot be made, write down inspector's I.D. number and name.
2. Ask the reason for the inspection. If the answer includes an employee complaint, request a copy.
3. Ask if there is a complaint. If a complaint has been filed, ask for a copy of the complaint.
4. Tell the inspector that you are not denying entry, but it is the company's policy that you contact the company's authorized representative.
5. Do not ask the inspector for a warrant. This issue of a warrant will be discussed during the phone conversation with the company representative.
6. To protect our rights to the fullest extent when entry is permitted, under warrant, we will advise the inspector that such permission is being granted under protest.
7. A management person (escort) will accompany the inspector at all the times while he/she is on the jobsite, or in the plant, and make notes of everything the inspector does. The escort will carry a copy of the warrant during this time. The escort should be the same person throughout the inspection.
 - Do not answer any general "fishing" type questions.
 - Do not demonstrate any equipment, machinery, or apparatus during the inspection. Do not let anyone else do so either. Do not tell the inspector whether or not it is operable, or when it will be in operation, or when it has operated in the past.
8. During the walk around on a routine inspection, the escort is to stay with the inspector.
9. Any time the inspector takes pictures, the escort should take a picture from the same angle plus at least two from different angles.
10. The inspector has the right to interview any employee in private. Do not attempt to stop such interview; however, the escort should ask the employee if the employee has any objection to the escort being present and listening to the interview. Assuming the employee has no objection; the escort may attend the interview, if the inspector will allow, and should listen and take notes.
 - Never attempt to stop an OSHA inspector physically.
11. When the inspector has left the job, notify the Area Safety Manager and Area Manager, complete the OSHA Inspection Form. Be specific. The more information, the better.

Personal Protection Equipment (PPE)

1. Hard hats are required at **ALL** times except in designated break rooms and office trailers. Hard hats shall meet American National Standards Institute **Z 89.1 - 2014**. Hard hats will be unaltered and shall be worn with the bill in front.
2. Construction work boots shall be worn at all times during construction activities. Tennis shoes, track shoes, sandals, loafers or athletic shoes are not considered proper footwear for a construction site. Steel-toed boots or foot guards will be required for certain construction activities - i.e. operating hand operated compaction equipment, operating jack hammer or when the hazard of foot injury exists.
3. Eye and face protection shall be utilized in accordance with **CFR 1926 102 Table E1. Z87.1-2010** rated Safety glasses with side shields shall be worn at all times. Clear, non-tinted, safety glasses shall be worn indoors. Contact your area HSE Manager, Regional HSE Director or Corporate HSE Director for information and documents to order prescription safety glasses.
4. ANSI certified high visibility/reflective vest, shirt, or jacket shall be worn at all times. Variances will be at the discretion of the area HSE Manager, Regional HSE Director or Corporate Safety Director.
5. Shirts with at least 4" sleeves are required. Tank tops, muscle shirts and sleeveless shirts are prohibited on construction site. Loose fitting garments, jeans with holes in them, shirt tails or floppy sleeves shall be contained at all times.
6. Long pants are required at all times.
7. Hearing protection per **CFR 1926.101** shall be used as required.
8. Safety belts or harnesses shall be used where required. Double D ring positioning belts are not to be used for fall protection.
9. Gloves, cut level 2 or task appropriate, shall be worn at all times.
10. Burns from wet concrete will cause painful and serious injury to skin. Skin can be protected by wearing either disposable type pants or rain gear pants over your regular work pants. Tape the protective pant cuffs on the outside of rubber boots. Wear rubber gloves and proper eye protection. Refer to the material specific Safety Data Sheets (SDS) for additional PPE.
11. All employees will receive documented training on proper PPE usage and retrained when required by change of task.
12. All PPE will be maintained in a sanitary and reliable condition; this includes employee owned equipment.
13. Selected PPE must be fitted to each affected employee. Any damaged or defective equipment shall be taken out of service and replaced.
14. Protective equipment as outlined in the Safety Data Sheet (SDS) shall be worn when working with hazardous materials that are under the guidelines of **CFR1926.59**.

Respirable Crystalline Silica

General Requirements

Silica is the main component found in sand, quartz and granite rock. During concrete operations, excessive amounts of silica dust may be generated during activities such as: handheld/ walk-behind saws, handheld/ stand-mounted drills, jackhammers, hand held grinders and walk-behind milling machines.

In order to determine whether a product contains silica, the Safety Data Sheet shall be obtained. In the event silica is present, the following safe working procedures shall be followed to eliminate or control silica dust.

1. Prior to the start of silica operations the following must be established:
 - Supervisor to prepare, review and maintain Pre-Task Plan with all employees in a language they understand and all to sign off.
2. Employees shall inspect all tools and equipment before use.
3. All employees shall be trained to perform the task they have been assigned.
4. Engineering controls shall be utilized to eliminate the hazard whenever feasible.
5. Air tests or historical data are required unless engineering controls are properly implemented.
6. Wet down dry materials and surfaces before cutting, chipping, grinding, sanding, sweeping or cleaning.
7. Use power tools with integrated water delivery system or built-in dust extraction units to capture the dust before it is released.
8. Respirators are required where specified in Table 1 below or where exposures above the Permissible Exposure Limit (PEL) are likely to persist despite full and proper implementation of the specified engineering and work practice controls.
 - PEL= 50 $\mu\text{g}/\text{m}^3$ as an 8-hour Time Weighted Average (TWA)
 - Action Level= 25 $\mu\text{g}/\text{m}^3$ as an 8-hour TWA

For each employee engaged in a task identified, shall fully and properly implement the engineering controls, work practices, and respiratory protection specified.

See Table 1 on the following pages.

Training

Individuals with silica containing products shall be trained in the hazardous effects of being exposed to silica dust. All individuals performing tasks involving chipping, cutting, sawing, drilling, grinding, sanding, and crushing of concrete, brick, block, rock, and stone are required to be trained in the proper use of such tools, in addition to the proper methods of reducing or eliminating silica dust.

When respiratory protection is required the employee shall be trained in accordance with 29 CFR1910.134.

TABLE 1: SPECIFIED EXPOSURE CONTROL METHODS WHEN WORKING WITH MATERIAL CONTAINING CRYSTALLINE SILICA

Equipment /Task	Engineering and Work Practice Control Methods	Required Respiratory Protection and Minimum Assigned Protection Factor (APF)	
		≤ 4 hours / shift	≥ 4 hours / shift
Handheld power saws	<p>Use saw equipped with integrated water delivery system that continuously feeds water to the blade. Operate and maintain tool in accordance with manufacturer’s instructions to minimize dust emissions.</p> <ul style="list-style-type: none"> ▪ When used outdoors ▪ When used indoors or in an enclosed area 	None APF 10	APF 10 APF 10
Walk-behind power saws	<p>Use saw equipped with integrated water delivery system that continuously feeds water to the blade. Operate and maintain tool in accordance with manufacturer’s instructions to minimize dust emissions.</p> <ul style="list-style-type: none"> ▪ When used outdoors. ▪ When used indoors or in an enclosed area 	None APF 10	None APF 10
Handheld and stand- mounted drills	<p>Use drill equipped with commercially available shroud or cowl with dust collection system. Operate and maintain tool in accordance with manufacturer’s instructions to minimize dust emissions. Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism. Use a HEPA-filtered vacuum when cleaning holes.</p>	None	None
Jackhammers and handheld power chipping rocks	<p>Use tool with water delivery system that supplies a continuous stream or spray of water at the point of impact.</p> <ul style="list-style-type: none"> ▪ When used outdoors. ▪ When used indoors or in an enclosed area. <p>OR</p>	None APF 10	None APF 10
	<p>Use tool equipped with commercially available shroud and dust collection system. Operate and maintain tool in accordance with manufacturer’s instructions to minimize dust emissions. Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter- cleaning mechanism.</p> <ul style="list-style-type: none"> ▪ When used outdoors. ▪ When used indoors or in an enclosed area. 	None APF 10	None APF 10

TABLE 1: SPECIFIED EXPOSURE CONTROL METHODS WHEN WORKING WITH MATERIAL CONTAINING CRYSTALLINE SILICA (CONTINUED)

Equipment /Task	Engineering and Work Practice Control Methods	Required Respiratory Protection and Minimum Assigned Protection Factor (APF)	
		≤ 4 hours / shift	≥ 4 hours / shift
Handheld grinders for other than mortar removal	<p>For tasks performed outdoors only:</p> <p>Use grinder equipped with integrated water delivery system that continuously feeds water to the grinding surface.</p> <p>Operate and maintain tool in accordance with manufacturer’s instructions to minimize dust emissions.</p> <p>OR</p> <p>Use grinder equipped with commercially available shroud and dust collection system.</p> <p>Operate and maintain tool in accordance with manufacturer’s instructions to minimize dust emissions.</p> <p>Dust collector must provide 25 cubic feet per minute (cfm) or greater of airflow per inch of wheel diameter and have a filter with 99% or greater efficiency and a cyclonic pre-separator or filter-cleaning mechanism.</p> <ul style="list-style-type: none"> ▪ When used outdoors ▪ When used indoors or in an enclosed area 	None	None
	<p>Use machine equipped with integrated water delivery system that continuously feeds water to the cutting surface.</p> <p>Operate and maintain tool in accordance with manufacturer’s instructions to minimize dust emissions.</p> <p>OR</p> <p>Use machine equipped with dust collection system recommended by the manufacturer. Operate and maintain tool in accordance with manufacturer’s instructions to minimize dust emissions.</p> <p>Dust collector must provide the air flow recommended by the manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter- cleaning mechanism.</p> <p>When used indoors or in an enclosed area, use a HEPA- filtered vacuum to remove loose dust in between passes.</p>	None	None

***For complete Table 1 Equipment List: <https://www.osha.gov/silica/>**

USER'S GUIDE TO LIFTING

RISK MANAGEMENT	TERMINOLOGY	INSPECTIONS OF FITTINGS
Definition	Will	Deformation
Comprehensive set of actions that reduces the risk of a problem, a failure, an accident	<ul style="list-style-type: none"> ▪ The maximum mass of force which the product is authorized to support in a particular service. 	Crosby recommends that no significant deformation be allowed
You Need	Proof Test	Wear
<ul style="list-style-type: none"> ▪ Product Knowledge ▪ Application knowledge ▪ Manufacturer of known capability ▪ Products that are clearly identified with the following: <ul style="list-style-type: none"> ▪ Manufacturer's Name and logo ▪ Load Rating or size that referenced ratings ▪ Traceability Code 	Test applied to a product solely to determine injurious material or manufacturing defects.	Acceptable Limits: 5% Wear in the throat and eye of hooks and other critical sections of all fittings. 10% Wear in other areas.
A Good Risk Management Program Recognizes	Ultimate Strength	Cracks
Performance requirements include the following <ul style="list-style-type: none"> ▪ Load Rated Products ▪ Quench and Tempered ▪ Ability to deform when overloaded ▪ Ability to withstand real world loading in day to day use toughness 	The average load or force at which the product fails or no longer supports the load.	Remove fittings from service with cracks.
	Design Factor	Welding and Modifications
	An industrial term denoting a products theoretical reserve capability; usually computed by dividing the catalog ultimate load by the working load limit. Generally expressed as a ratio, e.g., 5 to 1.	Do not weld on or modify fittings or blocks.

WIRE ROPE SLING FACTS

INSPECTION AND REPLACEMENT PER ANSI B30.9

Inspection

All slings shall be visually inspected by the person handling the sling each day they are used. In addition, a periodic inspection shall be performed by a designated person, at least annually, and shall include a record of the inspection.

- Distortion of the rope in the sling such as kinking, crushing, un-stranding, birdcaging, main strand displacement or core protrusion, loss of rope diameter in short rope lengths or unevenness of outer strands should provide evidence the sling should be replaced.
- General Corrosion
- Broken or cut strands
- Number, distribution, and type of visible broken wires

Replacement

Condition such as the following should be sufficient reason for consideration of sling replacement

- For strand laid and single part slings ten randomly distributed broken wires in one rope lay, or five broken wires in one rope strand in one rope lay.
- Severe localized abrasion or scraping
- Kinking, crushing, birdcaging, or any damage resulting in distortion of the rope structure.
- Evidence of heat damage
- End attachments that are cracked, deformed, or worn to the extent that the strength of the sling is substantially affected, hooks should be inspected in accordance with **ANSI B30.10**
- Severe corrosion of the rope or end attachments

Multi-part Removal Criteria For Cable Laid And Braided Sling

Sling Body	Allowable Broken Wire Per Lay Or One Braid	Allowable Broken Strands Per Sling Lay
Less than 8 per braid	20	1
Cable Laid	20	1
8 Parts and More	40	1

Refer to ANSI B30.0 For Full Details

Scaffolding

1. All scaffolding that is (assembled in place), shall be placed on footing that is sound, ridged and capable of supporting the intended load without settling or displacement.
2. Base plates shall be used and fastened to mud sills under all supporting legs of scaffold that is erected on the ground. Unstable objects such as bricks, concrete blocks and similar materials shall not be used to support the mud sill or scaffold legs.
3. All scaffolding shall be erected plumb and level, under the supervision of a competent person.
4. Guardrail requirements for scaffolding:
 - No guardrail is required when the work platforms are less than **4'** above the ground or floor.
 - When the work platforms are between **4'** and **6'** a guardrail is not required if the work platform has a minimum horizontal dimension in each direction of at least **45"**.
 - **ALL** work platforms **6'** or higher shall have a standard guardrail installed on all open sides and ends.
5. All scaffolding planks shall be scaffolding grade or equivalent. Any scaffolding planks that are damaged shall be taken out of service immediately.
6. All planking of platforms shall be overlapped a minimum of **12"** or secured from movement.
7. Scaffolding planks shall extend over their end supports by a minimum of **6"** and maximum of **12"**.
8. Safe access shall be provided to the scaffolding platform, specifically a ladder with a safe means of access to the platform from the ladder. Climbing of the scaffold rungs is **STRICTLY FORBIDDEN**.
9. To prevent movement the scaffolding shall be secured to the structure at intervals not to exceed **30'** horizontally and **20'** vertically.
10. The use of shore or lean-to scaffolds is **prohibited**.
11. Manually propelled mobile scaffolding shall meet the following requirements:
 - The height of free-standing towers shall not exceed **four times** the minimum base dimension.
 - All casters shall be equipped with positive locking devices and in the locked position when employees are on the working platform.
 - Scaffolding shall have all cross braces in position including a horizontal diagonal brace as close to the bottom of the scaffold to ensure the scaffold is square.
 - No employee shall be allowed to ride a mobile scaffold when scaffold is being moved.
 - All work platforms will be planked solid, no matter what the height of the work platform.
12. All carpenter brackets, scaffolds platform shall consist of not less than **two (2) 2" x 10"** nominal size planks.
13. Employees working on suspended scaffolds shall wear a PFAS (personal fall arrest system) with lanyards attached to an independent lifeline.

14. All employees working on scaffold shall receive training prior to beginning work. The training program must include hazards (fall, electrical, falling objects), fall protection, use and load capacity. Retraining shall be required if scaffold type changes or any other deficiencies are determined by safety representative. Prior to erection, a competent person is to inspect all scaffolding and components.
15. When scaffolding erection has been completed, a competent person shall check the scaffolding and all its components to insure proper erection.
16. When angel wing type devices are used, employees will utilize PFAS (personal fall arrest systems) attached to independent structures, not the angel wing device.
17. A scaffold tag system shall be implemented stating if scaffold is complete or has deficiencies.
 - Red tagged scaffolds are scaffolds that are defective or incomplete. Red tagged scaffolds shall not be used.
 - Yellow tagged scaffolds are scaffolds that may have missing or uneven decking, missing guardrails or gates due to obstructions. Yellow tagged scaffolds can be used but require 100% tie off.
 - Green tagged scaffolds are scaffolds that are complete. All decking, gates, and guard rails are in place, and there are no defects to the scaffold. Green tagged scaffolds do not require fall protection.
 - Green and Yellow scaffold tags must be updated daily, after inspection by a competent person, before they can be used.



Signs, Signals and Barricades

1. Signs, signals and barricades shall be visible at all times where a hazard exists.
2. Signs, signals and barricades shall be removed when the hazard no longer exists.
3. Barricades and warning lines are to be tagged showing ownership and contact information.
4. Where the general public is exposed to hazards, all signs, signals and barricades will be checked at the start of the work shift and at the end of the work shift.
5. When signs, signals and barricades are removed for short periods of time, a flagman shall be posted until signs, signals and barricades are replaced.
6. Prior to installing signs, signals and barricades along highway right of way, the proper authority will be contacted.
7. Flagman shall wear ANSI certified reflective/high visibility clothing while flagging.
8. Flagman at night will wear reflective material garments.
9. When hand signaling by flagman a red flag at least 18" sq. or a sign paddle will be used and in lowlevel light or a night, a red light.
10. When using a warning line system, the supervisors name and contact information shall be posted.



Stairways and Ladders

1. A stairway or ladder will be provided where there is a break in elevation of **19"** or more if no ramp, runway or sloped embankment will be provided.
2. When only one point of access between levels is provided, the access area **SHALL** be kept clear at all times.
3. All metal pan landings and metal pan treads **SHALL** be filled either with concrete, wood or other solid materials prior to being put into use.
4. Stairways having 4 or more risers or rises more than **30"** whichever is less **SHALL** be equipped with a stair- rail system or a handrail system to enclose the stairway.
5. The height of stair-rail shall be no more than **37"** or less than **30"**.
6. The minimum clear distance between side rails for all portable ladders (this includes job-built ladders) shall be **11 1/2"**. All ladder rungs must be uniformly spaced or meet OSHA/ANSI specifications.
7. All spacer blocks on job built wooden ladders, **SHALL** be installed between each rung to include the bottom rung. **DO NOT** cut into the side rail to receive the ladder rung.
8. The top or top step of a stepladder **SHALL NOT** be used as a step along with any other step the manufacturer states to not use.
9. All non-self-supporting ladders shall extend **3'** above the landing and ladder will be secured to avoid displacement. Ladders shall be placed at a 4:1ratio.
10. Aluminum, metal type or wooden (other than job built) ladders are **prohibited**.
11. When descending or ascending a ladder, employee will face the ladder.
12. Carrying tools or material up or down a ladder is prohibited.
13. A rope shall be installed at all ladders for the purpose of hoisting tools and materials.
14. All ladders shall be inspected each day prior to use. Any ladders that are damaged or defective shall be removed from service and tagged Out of Service/Do Not Use.
15. Each employee shall receive training in the following areas:
 - The nature of fall hazards
 - The correct procedures for erecting, maintaining and disassembling of fall protection systems
 - The maximum intended load carrying capacity of ladders
 - Ladders should be used for intended purpose, and not as walking planks, etc.
 - The contents of **1926.subpart X**.

Steel Erection

1. Prior to commencement of steel erection, written notification must be provided to the Erection Trade partner that the concrete footing, piers, walls or mortar in masonry piers and walls have attained either 75% of the intended minimum compressive design strength or sufficient strength to support loads imposed during steel erection. Test will be based on appropriate ASTM standard.
2. Prior to start of work activities a Fall Protection and a Fall Rescue plan must be submitted and approved by the project team.
3. Written notification of repairs, replacement or modifications to anchor bolts. All repairs, replacement, or modification must be approved by the project structural engineer of record.
4. Site layout plan will be established prior to steel erection and delivery. The site plan will address access roads for movement of trucks, cranes and other equipment, and will include a firm, properly graded, drained and readily accessible access to the storage area.
5. Suspended loads shall be routed to minimize employee exposure to overhead hazards. Employees shall not work directly below a suspended load.
6. Decking holes and openings shall not be cut until essential to the construction process. When holes and openings are cut into the decking, they shall be immediately protected with either covers or guard rails.
7. All employees performing work in the erection process and decking process shall be protected from falls at or above 6 feet.
8. During all steel erection and metal decking installation, when not in an aerial lift, Steel connection devices (SRLs) shall be used to connect to an anchor point. Synthetic SRLs, lanyards, and rope grab systems are prohibited during these activities.
9. All loads that are hoisted shall have a tag line attached, with no knots, in a manner that the employee receiving the load can control the load while not being under the suspended load.
10. Climbing of steel is strictly forbidden.
11. The riding of headache ball, hook, or load is strictly forbidden.
12. Safety latches on hooks shall not be deactivated or made in operable.
13. Before Flintco, LLC will accept control of the cable guardrail system installed by the steel erection trade partner, the following installation requirements must be met.
 - 3/8" cable or larger shall be used and flags installed at 6' intervals.
 - Each termination end of cable will have 2 clamps per end and shall have a torque to manufactures requirements
 - The length of run of cable will be no more than 100' straight run, and will have at least one tension device for each cable top rail and mid-rail
 - Erection trade partner will coordinate with Flintco, LLC for location of material feed points.
 - The top rail will have no more than two inches deflection in any direction
 - Documented sign off acceptance from the Flintco, LLC Superintendent.

See 29 CFR 1926 Subpart "R" for other regulations for steel erection. Refer to FCO Steel Erection Procedure Manual located on the Commons for additional steel erection procedures for self-perform work.

Tools Hand and Power

1. All hand and power tools shall be inspected daily prior to use. Tools will be maintained in a safe condition (this includes employee furnished tools). Any tool which is not in compliance with any applicable requirement of this part is prohibited and shall be identified as unsafe by tagging or locking the controls to render them inoperable
2. Guard(s) on tool(s) shall be in operating condition. Any employee operated tool that requires a guard shall not be removed, altered or in any manner render the guard inoperable. If an employee disregards the above requirements, the employee will **IMMEDIATELY** be dismissed from employment.
3. Power operated hand tools shall be of the double insulated type or comply with the grounding requirements in **CFR 1926 subpart K**.
4. All cords on electrical power operated tools will be checked each day prior to use to ensure that the cord does not have damaged outer sheath insulation and that the ground pin is in place. Extension cords must be 12 gauge or larger and designated for hard or extra hard usage. Extension cords shall be ran six (6) feet overhead where practical.
5. All handheld circular saws, table saws, and radial arm saws shall be locked out by means of disconnecting the saw from power source and the male end of the cord tagged or in plain view of the operator at all times while changing the sawblade.
6. All pneumatic power tools and hoses shall be secured by a positive means at each connection. Whip checks shall be installed at all connections.
7. All fuel powered tools will be stopped, and motors will not be running while refueling is in progress. A fire extinguisher rated at not less than **10B** will be available for immediate use (within **5'** of fueling operation).
8. Only employees with appropriate experience or training will be allowed to operate power tools.
9. Only employees who have received training by a powder actuated tool (P.A.T.) manufacturing representative and have in their possession a certification card will be allowed to operate powder actuated tools.
10. Compressed air hose connection fitting(s) shall be safety wired or protected with whip check device prior to use to avoid accidental disconnection which will cause a whipping action.
11. Sawhorses or work benches shall be utilized to secure material prior to using hand held circular saws, grinders, band-saws, drills and similar tools.

Welding - Cutting

1. Cylinders shall be in an upright position at all times.
2. A cylinder truck with steadying device shall be used while cylinders are in use.
3. When hoisting cylinders, they shall be secured on a cradle, sling board or pallet, **NEVER** use valve protection cap for lifting of cylinder.
4. Torches shall be lighted by a friction lighter. The use of matches, hot work or butane lighter to light a torch is **FORBIDDEN**.
5. Proper eye protection shall be used when welding and cutting. For welding operation, a flash shield shall be used when other employees may be exposed to flash and arc burn.
6. Prior to transporting cylinder, the gauges shall be removed, and valve protection caps will be in place.
7. Cylinders containing oxygen or acetylene, or other fuel gas shall not be taken into confined space. All work areas must be determined safe by a supervisor prior to hot work to make certain all procedures are used when evolution of hazardous fumes, gases, or dust is possible. Any welding, cutting or burning of lead base metals, zinc, cadmium, mercury, beryllium or exotic metals or paints not listed here shall have proper ventilation or respiratory protection.
8. Gauges, torches and hoses shall be inspected at the beginning of each work shift. Defective gauges, torches and hoses shall be taken out of service. Equipment operators must report equipment defects and discontinue use until it has been repaired or replaced
9. Only cables free of repairs and splices will be used for a minimum distance of **10'** from the cable end which the electrode holder is attached. All other cable may be spliced or repaired with rubber and friction tape, or other equivalent insulation.
10. A hot work permit must be filled out and posted in the work area prior to start of welding or cutting activity. This shall be filled out and signed by the trade partner performing this work, their supervisor or by Flintco, LLC.
11. A firewatch with proper fire extinguishing equipment shall be provided during all Hot Work activity. All supervisors, welders and fire watch shall receive documented training in the use of fire extinguishing equipment. A fire watch will remain in the work area 30 minutes after completion of hot work or until all embers are extinguished.
12. All fire hazards must be relocated prior to hot work. If the object to be welded or cut cannot readily be moved, all moveable fire hazards should be removed. If the hazard cannot be relocated, then guards shall be used to confine the heat, sparks and slag and to protect the immovable fire hazards.
13. If at any time the welding cannot be conducted safely the welding and cutting shall not be performed.

Temporary Labor Service

Purpose

The purpose of this SOP is to (1) define the responsibilities of Flintco supervisors and the HSE department in requesting, coordinating and managing temporary workers; (2) outline the procedure for requesting Temporary Labor; (3) outline the procedure for Temporary Labor invoice processing; and (4) outline the means and methods of evaluation and oversight of temporary workers. This SOP shall be followed when utilizing workers provided by a Temporary Labor Service Provider.

Definitions

Temporary Labor

An employment arrangement where workers employed by a Service Provider are assigned to Flintco on a temporary basis to perform work as specified by Flintco.

Service Provider

Company providing workers for Temporary Labor.

Responsibilities

Flintco Supervisors

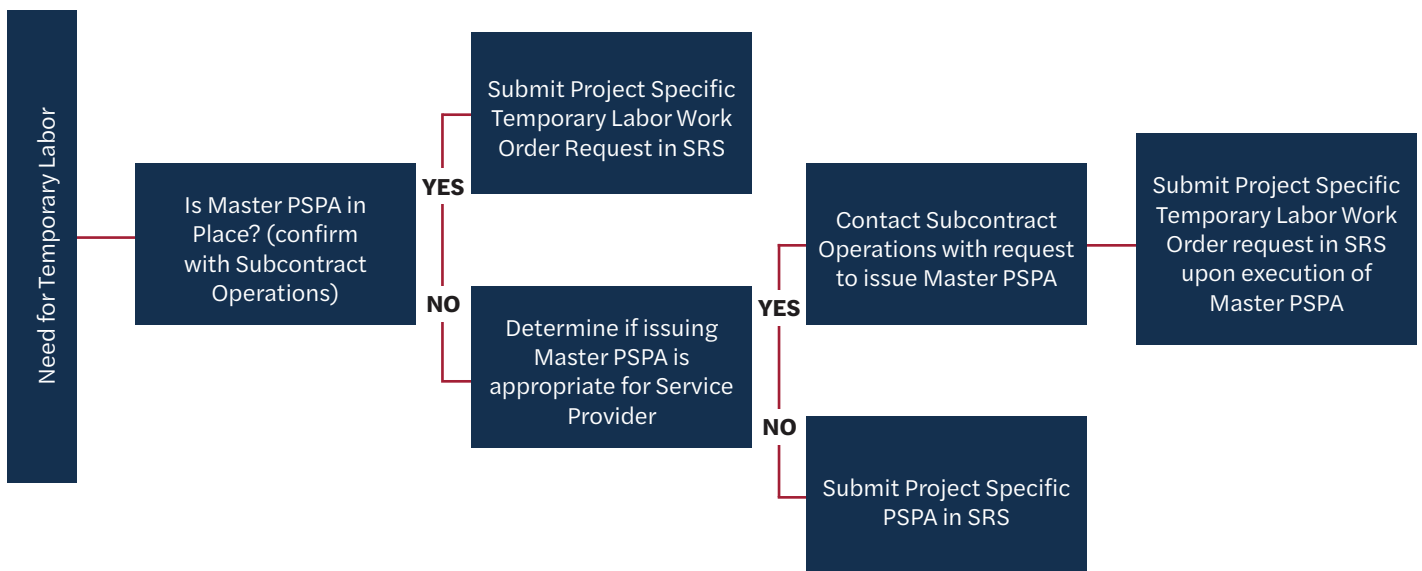
1. Verify with Flintco Project Manager that a Temporary Labor agreement and all other required documentation is in place prior to requesting work.
2. Service providers shall provide on-site supervisors for all projects and activities using temporary workers.
3. Communicate in writing with Service Provider the skill level and/or training needed for the work to be performed.
4. Verify with Service Provider that temporary workers are adequately trained to perform the assigned job/task.
5. Temporary workers must receive jobsite orientation prior to work beginning.
6. Flintco supervision shall instruct the Service Provider supervisor that he/she must supervise and direct temporary workers as required for the scope of work being performed.
7. Flintco supervision shall assist Service Provider supervisor with preparation of pre-task plans, as needed. Pre-task plans must be reviewed with temporary workers prior to work being performed.
8. Confirm that Service Provider on-site supervisors and Flintco on-site supervisors participate in daily huddles prior to starting work.
9. Work execution should include teaming less experienced temporary workers with more experienced workers if available. After observing the temporary workers and competency has been determined, pairing may be adjusted, if necessary, in consideration of each worker's skill and experience.
10. Flintco supervisors are authorized to remove from the project any temporary workers who work in an unsafe way or put people or property at risk of injury or damage.

Procedure

Requesting Work - see flow chart below

1. Verify that a Master Personnel Services Provider Agreement (“Master PSPA”) approved by legal is in place prior to submitting Work Order request. (The Master PSPA is separate from the Work Order described below.)
2. If a Master PSPA is in place, submit a complete Work Order request for the Service Provider with a description of the scope of work to be performed, number of workers required, worker skill level and training required, tools/equipment to be provided, hours to be worked, and any other information relevant to the assignment in SRS to the Subcontract Operations department. (Attachment 1 - sample Work Order form)
3. Request a Service Provider on-site supervisor as part of the Work Order request.
4. If no Master PSPA exists, determine if issuing a Master PSPA is appropriate for this Service Provider.
 - If a Maser PSPA is appropriate, coordinate with Subcontract Operations to issue a Master PSPA.
5. If a Master PSPA is not appropriate for the Service Provider, submit a project-specific PSPA request for the Service Provider with a description of the scope of work to be performed, number of workers required, worker skill level and training required, tools/equipment to be provided, hours to be worked, and any other information relevant to the assignment in SRS to the Subcontract Operations department. (Attachment 2 - sample PSPA form)
6. Request a Service Provider on-site supervisor as part of the PSPA request.
7. A fully executed project-specific Work Order or PSPA and approved certificate of insurance must be in place prior to beginning work with temporary workers.
8. Confirm Service Provider has provided documentation of each assigned worker’s certifications, qualifications, and training.

Requesting Work Flow Chart



9. Instruct Service Provider to ensure all temporary workers report to jobsite office, Project Superintendent, or designated field supervision, prior to starting work.

Service Provider Payment – see Temporary Labor Agreement Invoice Processing – attached.

Means/Methods

1. All training provided by Flintco to temporary workers while working on Flintco projects must be documented and maintained by Flintco.
2. Temporary workers shall not perform any tasks for which they have not been trained or for which they do not have the requisite skill and knowledge.
3. Periodic worker evaluations shall be conducted for long term (more than one-year of continuous work) temporary workers to evaluate competency.

ADDENDUM 1

Forms





Table of Contents

1. Cell Phone and Electronic Devices
2. Competent Person Identification
3. Confined Space Certification/Entry Permit
4. Crane Checklist
5. Critical Lift Permit
6. Employee Disciplinary Report
7. Energized Work Permit
8. Equipment Inspection-English
9. Equipment Inspection-Spanish
10. Excavation Checklist
11. First Aid Treatment Log
12. Ground Disturbance Permit
13. Hot Work Permit
14. Infection Control Acknowledgement
15. Job Hazard Analysis (JHA)
16. Operator Certification Application
17. OSHA Inspection Policy
18. Project Orientation Log
19. Project Orientation-English
20. Project Orientation-Spanish
21. PreTask Plan-English
22. PreTask Plan-Spanish
23. Safety Representative Identification
24. Scaffold Inspection
25. Silica Exposure Control Plan-English
26. Silica Exposure Control Plan-Spanish
27. Stop Work Order
28. Stretch and Flex Program
29. Visitor General Release



AUTHORIZATION FOR USE OF CELL PHONE / ELECTRONIC DEVICES

The individual(s) listed below have been authorized by their employer to carry and operate a Cell Phone or Electronic Device to conduct and maintain necessary business operations; in compliance with FLINTCO, LLC policy.

Name: (Please Print Clearly)	Name: (Please Print Clearly)

Project Name: _____ Job# _____

Employer Name: _____

Authorized by: _____ Title: _____

Cc: Project File



COMPETENT PERSON IDENTIFICATION

Each subcontractor shall designate an employee(s) as a Competent Person(s). The qualifications for competent persons are identified in various Subparts of OSHA.

NOTE: Certain subparts have interpretations as to the qualifications and training required to be designated as a competent person (i.e. Subpart P – Excavations: Subpart L – Scaffolding: etc.)

_____ is hereby designated as Competent Person for _____
(Name) (Company Name)

on the Flintco, LLC _____
(Project Name)

_____ has proven capable of identifying existing and predictable hazards and
(Name)

has direct authority to take corrective measures in eliminating them.

Sincerely,

Name _____

Title _____

Company _____

Date _____



FLINTCO, LLC
(The Company)

CONFINED SPACE CERTIFICATION

I certify that the only known hazard or potential hazard in

Is a hazardous atmosphere and
(Confined Space)

that hazard has been determined by testing to be controlled or
eliminated using continuous forced air ventilation.

Date

(Person in Charge)



FLINTCO, LLC
(The Company)

CONFINED SPACE ENTRY PERMIT

Identification of Confined Space: _____

Date: _____ Valid from: _____ to _____

Purpose of Entry _____

Authorized Entrants:

_____	_____
_____	_____
_____	_____

(Authorized entrants are interchangeable with attendants)

A. List the hazards to be controlled or eliminated for entry.

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

B. List the PPE and safety equipment required to perform the entry and job duties in the confined space.

1. _____	_____
2. _____	_____
3. _____	_____

C. List the safety precautions required to perform the job.

1. _____
2. _____



D. List the atmospheric tests required and the results.

TEST	P.E.L.	YES	NO	DATE TIME	DATE TIME	DATE TIME	DATE TIME	DATE TIME	DATE TIME
%Oxygen	19.5 Min 23.5 Max								
% of L.E.L.	10% Max								
Carbon Monoxide	35 ppm								
Hydrogen Sulfide	10 ppm								
Other									

- P.E.L. Permissible Entry Level
L.E.L. Lower Explosive Limit

Atmosphere Tester _____
 Instrument Used _____ Type _____ ID* _____
 Instrument Used _____ Type _____ ID* _____
 Instrument Used _____ Type _____ ID* _____
 Instrument Used _____ Type _____ ID* _____

E. List the equipment necessary for a rescue

- _____
- _____
- _____
- _____
- _____
- _____

F. Tell how aid will be called to respond to an emergency

Attendant(s)	Employee #

Person Authorizing Entry _____

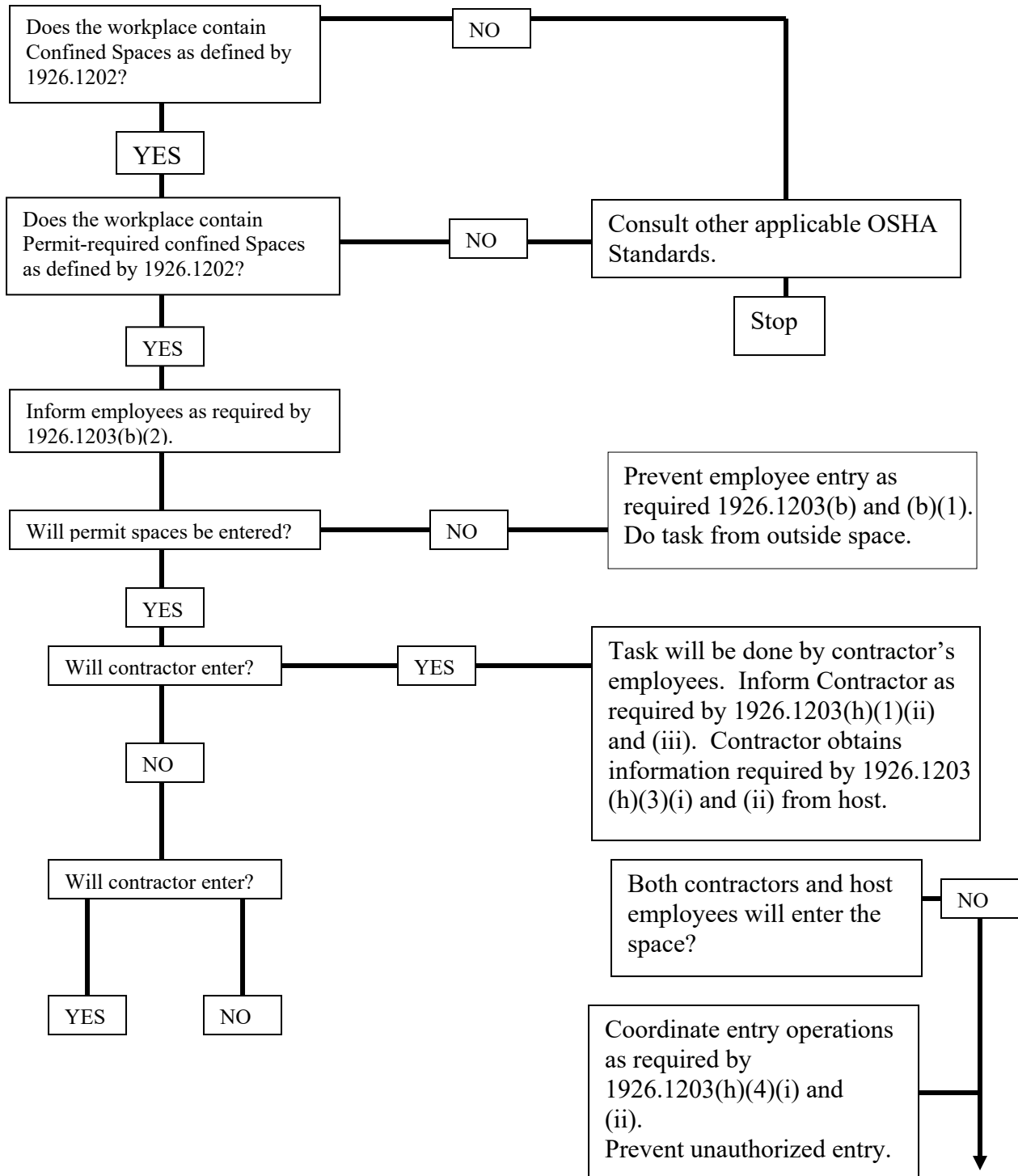
All Permit Conditions Satisfied _____

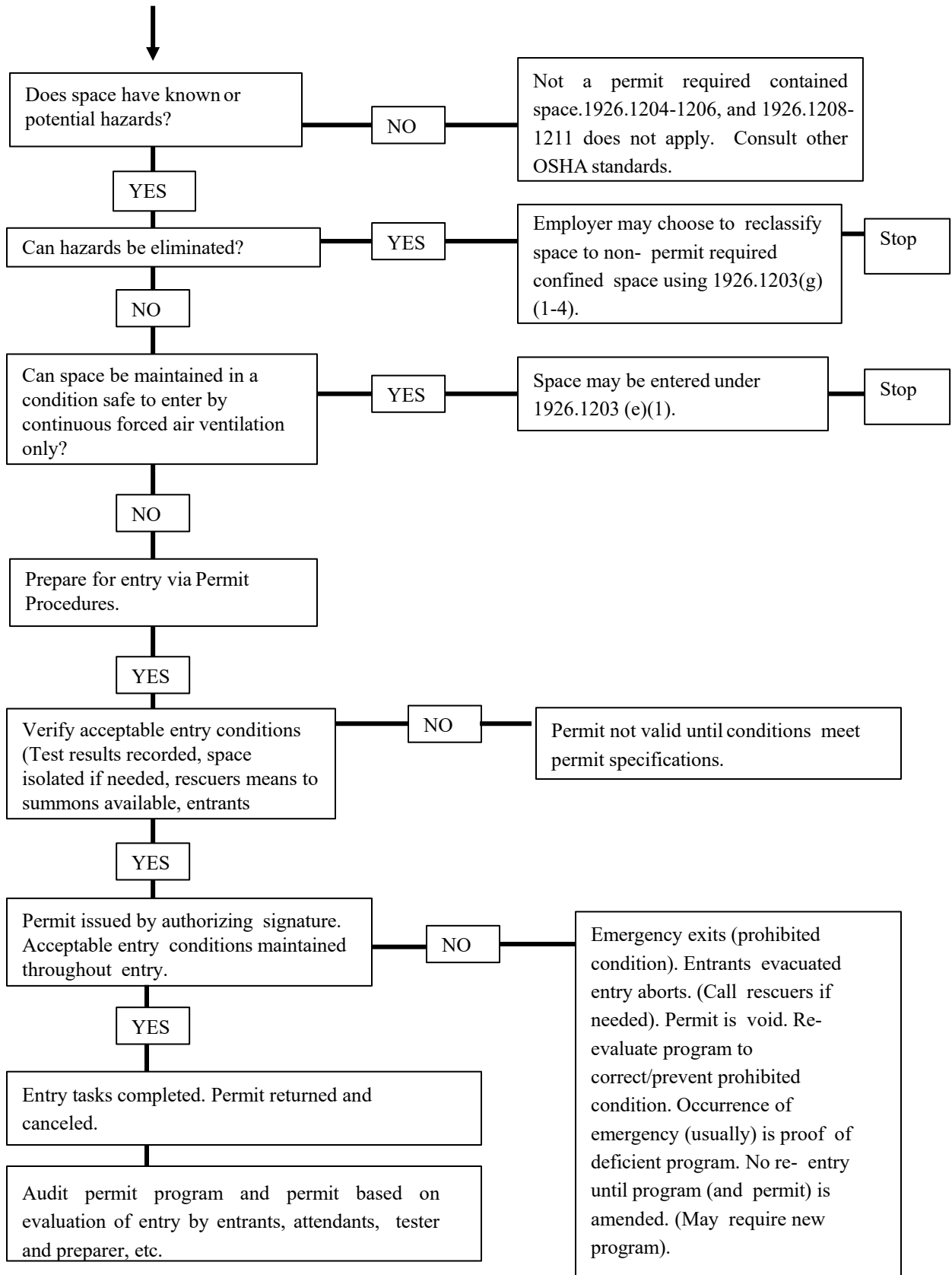
Person in Charge of Entry _____



Permit Required Confined Space

Decision Flow Chart







Site Pre-Lift Crane Checklist

Prior to any crane activity onsite, the following items must be received from the contracting trade partner and/or the crane company and reviewed by Flintco Site Operations and Safety.

*****ATTENTION*****

Any crane pick that exceeds 75% of the maximum crane capacity requires corporate Flintco approval.

STEP 1- Notify HSE Area Manager that a Crane (any kind) will be coming on site including: approximate date, type, trade partner, purpose.

Crane Operator Information

✓	Item	Comments
	NCCCO or NCCER Crane Operator Certification Card	
	Valid DOT Medical Evaluation	
	Valid I.D.	
	Copy of OSHA 10 or OSHA 30 card	

Rigger Information

✓	Item	Comments
	NCCCO or NCCER Rigging Certification	
	Valid I.D.	
	Valid Signal Person Certification	
	Copy of OSHA 10 or OSHA 30 card	

Crane Information

✓	Item	Comments
	Manufacturer Technical Information for the Specific Crane Used	
	Copy of Annual Inspection for Specific Crane Used	
	Third Party Inspection for all onsite erected cranes (Tower, lattice boom, super lift and luffer builds)	

Crane Plan

✓	Item	Comments
	Site Logistics Map Including:	
	•Crane location	
	•Material Staging Locations	
	•Crane Swing Radius	
	•Overhead Hazards or Powerline Locations	
	Written Plan Providing Calculations:	
	•Crane Capacity for Swing Distance	
	•Breakdown of individual lift component weights	
	•Total Crane Capacity Required for Pick	
	•If multiple picks will be performed, calculations for the one lift that will require the most crane capacity for weight and reach needs to be planned out. All other lifts will fall below those parameters	

Once all items have been received, please send to HSE Area Manager for review



Critical Lift Permit

<u>Lift Crane – Rigging To be Used</u>					
Type	Quantity	Size	Length	Cap. Lbs/Tons	Total Weight
Wire Rope Slings					
Nylon Slings					
Web Slings					
Belly Bands					
Shackles					
Eye Bolts					
Spreader Bars					

Hitch Arrangement	Total Capacity	Lbs/Tons	Degrees of Angle
Straight Pull			
Choker Hitch			
Legs - Vertical			
Basket Hitch			
Bridles			

<u>Tail Crane – Rigging To be Used</u>					
Type	Quantity	Size	Length	Cap. Lbs/Tons	Total Weight
Wire Rope Slings					
Nylon Slings					
Web Slings					
Belly Bands					
Shackles					
Eye Bolts					
Spreader Bars					

Hitch Arrangement	Total Capacity	Lbs/Tons	Degrees of Angle
Straight Pull			
Choker Hitch			
Legs - Vertical			
Basket Hitch			
Bridles			

NOTE: Include: 1. Diagram For Each Rigging System.
2. Calculations For Sling Angles And Stress Per Leg.

<u>Deductions</u>		
Function	Lift Crane - Lbs/Tons	Tail Crane - Lbs/Tons
Main Block		
Auxiliary Ball		
Jib - Stowed		
Jib - Erected		
Rigging		
Auxiliary Boom Point		
Loadline/Whipline		
Other (identify)		
Total Weight Deduction		



Critical Lift Permit

Final Calculations		
	Lift Crane	Tail Crane
Crane Gross Capacity		
Minus Deductions		
Equal Net Capacity		
Weight of Load		
Divided by New Capacity		
Equals % of Load Chart Used on this Lift		

Maximum wind speed allowed for lift to proceed: _____

Type and capacity of weakest part of rigging: _____

Lifting over pipe rack? Yes / No

Lifting over process equipment? Yes / No

Lifting over electrical lines? Yes / No

Lifting over occupied building? Yes / No

GENERAL INFORMATION ON LIFT

Description of lift: _____

Reason for critical lift: _____

Project Name/Project Number: _____

Area of planned lift: _____ Planned lift date: _____

Plan developed by: _____ Title: _____ Date: _____

Trade Partner Review and Approval

Rigging Supervisor: _____

Superintendent: _____

Safety Department: _____

Project Manager: _____

Flintco Review and Approval

Flintco Superintendent: _____

Flintco Project Manager: _____

Flintco VP/Area Manager: _____

Flintco HSE Area Manager: _____



Critical Lift Permit

Pre-Lift Safety Meeting

Contractor Supervisor: _____

Crane Operator #1: _____

Crane Operator #2: _____

Work Crew Members:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



EMPLOYEE DISCIPLINARY REPORT

Subcontractor

Flintco

Class A Offense

Class B Offense

Class C Offense

Date of Notice: _____ Job Name: _____ Job #: _____

Observed by: _____ Date of Observation: _____

The following warning and disciplinary action was issued today and is made a part of the personnel file for:

Employer's Name: _____ Employee's Name: _____

Position: _____ SS#: _____
LAST 4 DIGITS

(A) Offense:

(B) Facts leading to the warning or suspension (by specific date and time, witness(s) and detailed explanation:

(C) Corrective action to be taken by employee:

(D) Next disciplinary steps that will be taken:

(E) Suspension:

3 days Start date: _____ End date: _____

1 year Start date: _____ End date: _____

(F) Comments:

Supervisor: _____

Witness: _____

Date: _____

Send Copy to Corporate HSE Director



ENERGIZED WORK PERMIT

Equipment/Machine to be Locked Out and Tagged Out _____

Equipment and/or Circuits to be worked on energized _____

Statement of why equipment could not be de-energized _____

Hazards risk to employee and or facility _____

Date(s) of work to be performed _____

Work to be performed _____

Energy Source and Location _____

Authorized employees who will be performing the energized work (required 2 individuals as listed below.)

Authorized person to perform work _____

Competent Safety Watch person _____

Have affected employees been notified of procedures and hazards? Yes No
(Has the Flash Hazard Boundary as recommended by NFPA 70E been roped off?) Yes No

Date of Notification _____ Authorized person assigned _____

Energized Work Category: 50 – 250 v 250 – 600 v ≥ 600 v
(Contractors only)

Category of PPE Required: _____

Date PPE Equipment was last tested _____

Attach copy of PreTask Plan or Standard Work Procedure for the work to be performed. If a written PreTask Plan or Standard Work Procedure does not exist, work shall not be performed until such PreTask Plan or Standard Work Procedure has been completed.

Have employee been properly trained on the Standard Work Procedure or PreTask Plan? Yes No

Foreman: _____ Date: _____

Safety Director: _____ Date: _____

GC/CM Designee: _____ Date: _____

Operations Manager: _____ Date: _____



Mobile Equipment Inspection Form

PROJECT NAME: _____ DATE: _____

CONTRACTOR NAME: _____

OPERATOR NAME: _____

EQUIPMENT TYPE: _____ MAKE: _____ MODEL: _____

HEAVY EQUIPMENT		MON	TUE	WED	THU	FRI	SAT	SUN
1.	LIGHTS							
2.	HORN							
3.	BACKUP ALARM							
4.	BRAKES							
5.	PARKING BRAKES							
6.	LEAKING FLUIDS/DIAPER							
7.	HYDRAULIC HOSES							
8.	BATTERIES							
9.	FIRE EXTINGUISHER							
10.	SEAT BELT							
11.	OIL LEVELS							
12.	TIRES / TRACK							
13.	BUCKETS/BLADES/FORKS/MAST							
14.	PROPANE HOSE & FITTINGS							
15.	STEPS/HANDLES/LIFTING HOOKS							
16.	WINDSHEILDS/MIRRORS							
17.	OPERATOR MANUAL							

COMMENT: _____

NOTE: Do not operate if the equipment needs repair. Notify your supervisor immediately. Tag the equipment "OUT OF SERVICE."

GOOD: ✓

NO GOOD: -

NOT APPLICABLE: N/A



Inspección De Machinas Mobles

Nombre de Trabajo: _____ Fecha: _____

Nombre de Compañía: _____

Nombre de Operador: _____

Tipo de Machina: _____ Marca: _____ Modelo: _____

EQUIPO PESADO		LUN	MAR	MIE	JUE	VIE	SAB	DOM
1.	LUCES							
2.	TROMPETA							
3.	ALARMA DE REVERSA							
4.	FRENOS							
5.	FRENOS DE ESTACIONAMIENTO							
6.	LIQUIDOS GOTEANDO							
7.	MANGERS HIDRAULICOS							
8.	BATERIAS							
9.	EXTINGUIDOR DE FUEGO							
10.	CINTURON DE SEGURIDAD							
11.	NIVELES DE ACEITE							
12.	LLANTAS/CUCHILLAS							
13.	CUCHARONES/HOJA/TENEDOR/MASTIL							
14.	MANGUERA Y ACCESORIOS DE PROPANO							
15.	ESCALONES/MANIJAS/GANCHOS							
16.	PARA BRISAS / ESPEJOS							
17.	MANUAL DE OPERADOR							

COMENTARIOS: _____

AVISO: No debe de operar el equipo si necesita reparación. Notifique su supervisor inmediatamente. Etiquete el equipo "FUERA DE SERVICIO."

BUENO: √ NO BUENO: - NO APLICABLE: N/A



EXCAVATIONS CHECK LIST

This checklist shall be completed prior to the commencement of construction activities and maintained on file for future use.

Pre-Task Plan

Y N N/A

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is Pre-Task Plan documented, reviewed, and signed by all workers? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Has Pre-Task Plan been posted in work area? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Have employees been trained in accordance with Subpart P of the OSHA Standards |

General Inspection

Y N N/A

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is there a qualified Competent Person present during all excavation activities? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is the qualified Competent Person performing and documenting inspections? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Has soil type been determined? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are excavations, adjacent areas, and protective systems inspected by the Competent Person daily, prior to the start of work? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Does the Competent Person have the authority to remove workers from the excavation immediately? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are surface encumbrances supported or removed? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are employees protected from loose rock or soil that could possibly pose a hazard by falling or rolling into the excavation? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are spoils, materials, and equipment set back a minimum of 2' from the edge of the excavation? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are all walkways and bridges over excavations 4' or more in depth equipped with guardrails? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are barriers provided at all remote excavations, wells, pits, shafts, etc.? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are employees prohibited from working on the faces of sloped or benched excavations above other employees? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Is a warning system established and utilized when mobile equipment is operating near the edge of an excavation? |

Utilities

Y N N/A

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Have the utility companies (one call system) been contacted and utilities located? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are the exact locations of utilities marked? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Are underground installations protected, supported, or removed when the excavation is open? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Have buildings, utility poles, stress, or any other destabilization forces been taken into consideration? |



Means of Access and Egress

Y N N/A

- Is the lateral travel distance to a means of egress 25' or less, for excavations 4' or more in depth?
- Are ladders extend 3' above the edge of the trench and secured?
- Are structural ramps used by employees designed by a Competent Person?
- Are structural ramps used for equipment designed by a Registered Professional Engineer (RPE)?
- Are ramps constructed of materials of uniform thickness, securely cleated together on the bottom, and have a non-slip surface?
- Are employees protected from cave-ins while entering, working in, or exiting excavation?

Wet Conditions

Y N N/A

- Have precautions been taken to protect employees from accumulation of water?
- Is water removal equipment monitored by a Competent Person?
- Is surface water controlled or diverted?
- Are inspections made after each rainstorm?

Hazardous Atmosphere

Y N N/A

- Has atmosphere been tested when there is a reasonable possibility of oxygen deficiency, or build-up of other hazardous gases, that may expose an employee to a hazard?
- Is the Oxygen content is between 19.5% and 23.5%?
- Is ventilation provided to prevent flammable gas from building up to 10% of the lower explosive limit of the gas?
- Is testing conducted to ensure that atmosphere remains safe?
- Is Emergency Response Equipment readily available where a hazardous atmosphere could or does exist?
- Are employees trained on the use of Personal Protective and Emergency Response Equipment?
- Are safety harnesses and life-lines individually attended when employees are entering a deep confined excavation or bell bottom pier?

Protective Support Systems

Y N N/A

- Are materials and/or equipment selected on soil analysis, expected loads, and trench parameters?
- Are materials and equipment inspected and in good condition?
- Are materials and equipment not in good condition removed from service and not returned until repaired, inspected, and approved by a Registered Professional Engineer (RPE)?



- Are protective systems installed without exposing employees to hazards, cave-ins, collapses, or being struck by materials from equipment?
- Are Protective Support System members securely fastened?
- Are adjacent structures securely supported?
- Are excavations below the footing of an adjacent structure approved by a Registered Professional Engineer (RPE?)
- Does the backfill process progress with the removal of the support system?
- Is material excavated no greater than 2' from the bottom of the Protective Support System, and only if system is designed to support the calculated loads?
- Is a shield system placed to prevent lateral movement?
- Are employees prohibited from remaining in a trench box when being moved vertically?

JOB NAME: _____

JOBNUMBER: _____

COMPETENT PERSON: _____

DATE: _____

(THIS FORM IS TO BE KEPT ON FILE AT THE PROJECT)

FIRST AID TREATMENT LOG

Job #

Job Name:

DATE	EMPLOYEE NAME	COMPANY NAME	INJURY	TREATMENT	ADMINISTERED BY

Post In First Aid Box, Record Each Treatment



Ground Disturbance Permit

Project #/Name: _____

Date/Time Permit Issued: _____

Date/Time Permit Expired: _____

Flintco Supt. or PM or HSE: _____

Contact #: _____

Trade Partner Excavation Supervisor: _____

Contact #: _____

Trade Partner Qualified Operator: _____

Contact #: _____

Trade Partner Spotter: _____

Contact #: _____

Line Locate Completion Date: _____

By who: _____

Work Description: _____

Note: Any "NO" answer below requires trade partner to address the item on the Pretask Plan and reviewed with the Flintco Superintendent/HSE

Mark as Applicable	Ground Disturbance
<input type="checkbox"/> Yes <input type="checkbox"/> No	Line Locate Complete
<input type="checkbox"/> Yes <input type="checkbox"/> No	Trade Partner and Flintco Supt. or PM or HSE have walked the excavation and line location route?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Trade Partner and Flintco, LLC have reviewed the scope of work and contract documents to ensure all special requirements are being followed
<input type="checkbox"/> Yes <input type="checkbox"/> No	BIM model reviewed and drawing attached to permit
<input type="checkbox"/> Yes <input type="checkbox"/> No	As built drawings have been reviewed and attached to permit
<input type="checkbox"/> Yes <input type="checkbox"/> No	Has the area been previously disturbed by a trade contractor working on this project
<input type="checkbox"/> Yes <input type="checkbox"/> No	All approvals, notifications, permits and energy controls in place
<input type="checkbox"/> Yes <input type="checkbox"/> No	Pretask Plan communicated with involved employees and reviewed by Flintco Supt. or PM or HSE
<input type="checkbox"/> Yes <input type="checkbox"/> No	Competent person, qualified operator and spotter identified and present during operations
<input type="checkbox"/> Yes <input type="checkbox"/> No	Approved methods for exposing underground utilities within 2' of ground disturbance
<input type="checkbox"/> Yes <input type="checkbox"/> No	Other permits in place if needed (hot work, confined space, LOTO)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Do all personnel understand the Ground Disturbance protocol
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Protection measures have been implemented
<input type="checkbox"/> Yes <input type="checkbox"/> No	Necessary companies been notified if necessary (high voltage service, high pressure gas line, etc.)

Review

This permit is considered void if the permit expires, there is a change in scope of work, plan changes and/or conditions such as weather or personnel change.

Prepared By: _____ Date: _____ - Performing Authority Competent Person

Reviewed By: _____ Date: _____ Position: _____

Reviewed By: _____ Date: _____ Position: _____

Reviewed By: _____ Date: _____ Position: _____

Reviewed By: _____ Date: _____ Position: _____

Reviewed By: _____ Date: _____ Position: _____

Flintco Supt. or PM or HSE

Attach the following:

PTP As-Builts BIM Model Excavation Pathway Other Trades Drawings



Project: _____

Hot Work Permit

Instructions: 1. Assess the work area. 2. Complete Hot Work Permit (address all fields). 3. Supervisor/Foreman Sign-off. 4. Post **HOT WORK** TAG in area. 5. Fire watch must remain in area for 30 minutes after Hot Work is **FINISHED**. 6. Signed Permits must be turned into Flintco Project Office. 7. All Near Misses, Accidents, or Property Damage **MUST** be reported to Flintco immediately.

Date:	Start Time:	Company:
Site Superintendent:		Foreman:
Location:		Task:
Name of Person Performing Work:		Name of Fire Watch:

Fire Prevention and Site Preparation: Pre Burn Check

Requirements:	Yes	No	Comments
1. The employee is trained and qualified to perform work.			
2. The correct equipment has been inspected (machines, hoses, electrodes, etc.)			
3. All combustibles are 35 feet away or covered with flame retardant material.			
4. All flammables are 50 feet away or covered with flame retardant material.			
5. All work in place has been covered with flame retardant material.			
6. The work area has been barricaded to prevent unauthorized entry.			
7. The area below (if applicable) has been barricaded and fire watch provided.			
8. UV screens are in place to protect other trades/public. (Welding Only)			
9. A suitable Water/ Dry Chemical Fire Extinguisher is within 30 feet of the work area.			
10. All necessary PPE for personnel is available and worn.			
11. Dedicated Fire Watch is in area.			
12. HOT WORK Tag(s) posted in the area.			

I have verified that the above information is correct, the area has been assessed, necessary protection measures are in place, the correct work is being performed with the correct equipment in the correct area, and hot work activities may begin.

Name: _____ Signature: _____ Date/Time: _____

Fire Prevention and Site Maintenance: Post Burn Check

Requirements:	Yes	No	Comments
1. The task was completed.			
2. Hot Work Tag removed.			
3. Barricades removed.			
4. Fire Watch remained in the area for 30 minutes after hot work finished.			
5. Any fire, property damage, or injury was reported to Flintco IMMEDIATELY .			
6. The area is clean of all slag, rod stubs, debris, material, trash, cut ends etc.			

I have verified that the above information is correct, all hot work in the area is complete, the area is clean and safe for access. No fires, injuries, or property damage occurred as the result of the hot work done.

Name: _____ Signature: _____ Date/Time: _____

Hot Work Stop Time:	Fire Watch Stop Time:
Signature: _____	
Company: _____	
Title: _____	
Date: _____	Time: _____



Emergency Call:
Rally Point:
Head Count:



Appendix A

Certificate of Acknowledgment
Infection Control Policy

I, _____

Have received instructions regarding the Infection Control Policy presented on behalf of FLINTCO, LLC and/or the Infection Control Policy associated with the project Facility. I acknowledge that I have received a copy of the Infection Control Policy for my personal records.

I agree to abide by all provisions of this policy. I understand that failure to abide with the provisions of this policy may result in my removal from the worksite.

PrintName: _____

Signature: _____

Date: _____



Appendix B

Infection Control Compliance and Monitoring Inspection

Project / Facility Name: _____

InspectionDate: _____

Inspected by: _____

Location	Standard	YES	NO	NA	Responsible Person /Company
	Trade partners wearing required identification				
	Construction personnel wearing required PPE				
	Air pressure barriers active (e.g. negative pressure maintained, exhaust fans functioning, air quality adequate, no excess fumes/vapors)				
	Trade partners following safe work practices				
	Walk-off mats clean & adequate to contain construction dust				
	Construction barriers appropriate for patient population				
	Construction area secure				
	Patient care equipment & item removed from construction area				
	Construction entry & adjacent areas free of dust & debris				
	Construction carts covered during transport of materials				
	Construction personnel & materials transported on dedicated elevators				
	Materials utilized are fireproof				
	Ceiling tiles replaced when space above ceiling not being accessed				



Appendix C

Life Safety Inspection

Project / Facility Name: _____

InspectionDate: _____

Inspected by: _____

Location	Standards	Not Met	Met	NA	Responsible Person /Company
	Signage in appropriate place				
	Trade partners aware of egress routes				
	Alternate access for public and emergency use				
	Temporary fire protection in place				
	Additional firefighting staff and equipment available				
	Smoke detectors covered and uncovered each day				
	Construction site clean and orderly				
	All exits free and unobstructed paths at egress				
	Temporary, but equivalent system in place when any portion of fire alarm, or suppression system is Being repaired				
	Storage, housekeeping, debris removal monitored in order to minimize flammables and combustibles				



Job Hazard Analysis (JHA)/ Job Sequence Evaluation

Project Name:	Project #:	Date:	Time:
---------------	------------	-------	-------

Company Name:	Trade:	Written By:
---------------	--------	-------------

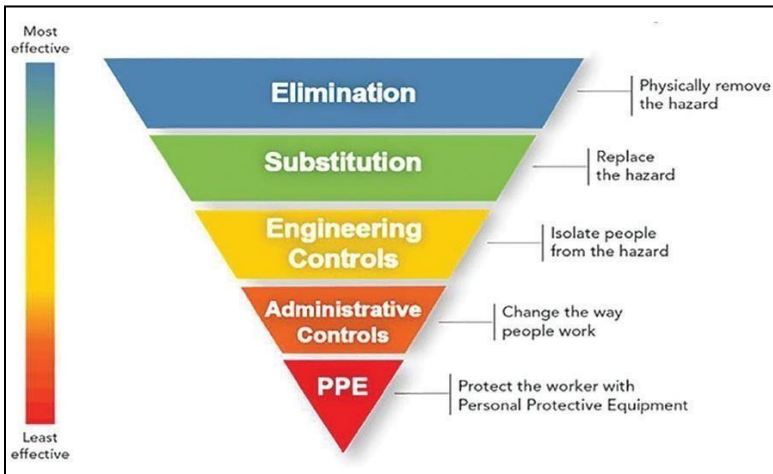
Work/Task/Activity description:

Required PPE:		Required Permits:		Equipment:		LOTO Energy Sources:	
Hard Hat	Welding Hood	Hot Work	Forklift	Electricity	Task Specific Energy Source:		
Safety Glasses	Respirator	Silica Control	Boom Lift	Water			
Hi-Vis Vest	Kevlar Sleeves	Confined Space	Scissor Lift	Hydraulics			
Boots	Tyvek Suit	Excavation/Trench	Sky track	Gas			
Gloves	Body Harness	LOTO	Bobcat/Skid Steer	Steam/Heat			
Face Shield	Lanyard	Critical Lift	Mini-Ex/Excavator	Pneumatic			
Hearing Protection	Other:	Other: _____	Bull Dozer	Gravity			

A. JOB STEPS - List the steps of the job to be performed. <i>Beware of being too detailed.</i>	B. POTENTIAL HAZARDS - Identify the hazards associated with each step of the task. Ex. Struck By, Caught In/ Between, Slip, Trip, Fall, Overexertion, Noise, Vibration, RepetitiveMotion.	C. CONTROL MEASURES - List the controls used to mitigate the identified hazards. Ex. Engineer out the hazard, find a new way to perform the work, Modify Work Station/ Tools used, Decrease Repetition, PPE, Training, Housekeeping.
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10

Task Risk Assessment Matrix

Each step must be evaluated to determine risk potential. ALL HIGH AND EXTREME RISK TASKS MUST BE MITIGATED.		SEVERITY- <i>worst case scenario degree of injury</i>				
		Insignificant- <i>no pain, easily handled in normal day to day activity.</i>	Minor- <i>minor pain, minor work disruption, 1st aid.</i>	Moderate- <i>significant injury requiring time and resources to recover.</i>	Major- <i>Severe injury, loss of a limb, hospitalization.</i>	Catastrophic- <i>Fatality, permanent disability, multiple persons.</i>
PROBABILITY- the likelihood an accident will occur	Almost Certain- <i>>90% chance of occurrence</i>	MEDIUM	HIGH	HIGH	EXTREME	EXTREME
	Likely- <i>50%- 90% chance of occurrence</i>	MEDIUM	MEDIUM	HIGH	EXTREME	EXTREME
	Possible- 10% <i>50% chance of occurrence</i>	LOW	MEDIUM	MEDIUM	HIGH	EXTREME
	Unlikely- <i>1% -10% chance of occurrence</i>	LOW	LOW	MEDIUM	HIGH	HIGH
	Rarely- <i><1% chance of occurrence</i>	LOW	LOW	LOW	MEDIUM	HIGH



Hierarchy of Controls

When evaluating the risk potential of steps in the JHA, all HIGH and SEVERE risk tasks must be mitigated to lower the risk to an acceptable level. Not all controls will provide the best method of protection to employees. Eliminating the hazard completely is always the preferred first step. The use of only PPE should be a last resort.

Reviewed by: _____
 Date: _____



OPERATOR CERTIFICATION APPLICATION

Select Area Office:

ABQ	Austin	Denver	Houston	Memphis	Oakridge	Oklahoma City	Springdale	Tulsa
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select Equipment Type:

Bobcat	Backhoe	Rough Terrain Fork Lift	Scissor Lift	Boom Lift	Excavator	Mini-Excavator	Drum Roller	Warehouse Forklift
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Practical Operation Evaluation

Description	Pass	Fail	
Pre-Start up inspection			
Familiar with Controls			
Understanding of load charts (where applicable)			
Smoothness of operation			
Understands limitation of equipment			
Reviewed operator manual			
Overall evaluation			
Years of experience in operation of equipment?			

Name of Applicant: _____

The applicant named above has completed an observed equipment evaluation for each piece of equipment marked on this application. The applicant has demonstrated that he/she is capable of safe and competent operation of each piece of equipment noted on application.

Observer: _____

Date: _____

(EMAIL COMPLETED APPLICATION TO Safety Administrative Assistant.)



OSHA INSPECTION FORM

1. Who did the inspector first contact at the job site?
Name _____ position _____.

2. Did the inspector talk with workers/other personnel before showing his/her credentials? Yes ____ No ____

3. Did the inspector take any pictures before he/she arrived and introduced himself/herself? Yes ____ No ____

4. Were other company's personnel working at the job site, and did the inspector ask for them to be present at the opening conference?
Yes ____ No ____

5. Name these other companies inspected and whether subcontractors, vendors, or other.

6. Who was present at the opening conference? Include those in 5 above if they were present.

7. What was the purpose of the visit as explained by the inspector?

8. Was there a complaint? _____

9. Were you given a copy of the complaint? Yes ____ No ____

10. Did the inspector review record-keeping under OSHA?
Yes ____ No ____

11. How were employee representatives selected?

12. What trades did they represent?

13. Other Comments: _____



14. Who was present during walk around?

15. Were they paid for the time spent? Yes ____ No ____

16. Comments by inspector? Briefly list them.

17. Were pictures taken? Yes ____ No ____ Write down exact locations and of what?

18. Was any portion of the job shut down? Yes ____ No ____

19. If "Yes" for how long?

Comments: _____

20. Who was present at the closing conference?

21. Did the inspector allege that violations took place?

Yes ____ No ____?

22. If yes, name them:

23. SERIOUS

24. OTHER-THAN-SERIOUS

25. COMMENTS:



OSHA INSPECTION FORM

TIME SCHEDULE OF INSPECTION

Time Inspector arrived _____

Time opening conference began _____

Time opening conference ended _____

Time inspection began _____

Time inspection ended _____

Time closing conference began _____

Time closing conference ended _____

JOB NAME & NUMBER: _____

SITE LOCATION: _____

SIGNED: _____

DATE: _____



Flintco Site Safety Orientation

Name: _____

Date of Orientation: _____

Badge# or Hard Hat # _____ Company: _____

Oriented By: _____

Orientation Requirements:

ID OSHA10 Wage Rate Form

Drug Test Background Check

CCIP/ROCIP/OCIP Enrollment Confirmed

Project Name: _____ Project #: _____

Flintco 4 LIFE Principles

1. _____ DO NOT WORK ALONE
2. _____ Recognize the Hazards
3. _____ Reach Out
4. _____ Raise Your Voice
5. _____ Do It Right
6. _____ **STOP WORK AUTHORITY**



Flintco 4 LIFE Essentials

Personal Protective Equipment- **AT ALL TIMES:**

1. _____ Hard Hat
2. _____ Safety Glasses (Z87.1 approved, Prescription with side shields)
3. _____ Work Boots (Leather, Above the ankle, Non-Slip Sole)
4. _____ High Visibility Clothing or Vest (DOT regulations apply when working in roadways)
5. _____ Cut Level 2 Gloves appropriate for task
6. _____ Shirts with 4" Sleeves
7. _____ Work Pants or Jeans
8. _____ Self-Retracting Lanyards (SRL) "Yo-Yo's" or 4 ft Straight Lanyards "Tethers" must be used when working from a Scissor Lift or Mobile Elevated Work Platform

Task Specific Personal Protective Equipment

1. _____ Hearing Protection (Use when working in environments that exceed 85dBA)
2. _____ Respiratory Protection (Written program, Training, and FIT Testing documentation is required)
3. _____ Personal Fall Arrest Systems (When exposed to a fall of **6 feet or greater**. Training documentation is required. Proper methods of fall protection must be used depending on the task)
4. _____ Face Shield (When cutting, grinding, brazing, performing any over head work that could result in debris falling on your face, when using any tool or equipment that could cause debris to fly up into your face, when handling chemicals that could splash into your face)
5. _____ Welding PPE (Welding hood, fire retardant clothing or leathers, Welding gloves) No soft cap welding.
6. _____ Electrical PPE (E-rated hard hat, arc flash suit with hood, rubber insulating gloves, leather protectors or arc rated gloves)
7. _____ Specialty PPE (Any protective equipment required to mitigate hazards that cannot be eliminated or substituted, i.e. Tyvek suit, chemical gloves, metatarsal covers)

Flintco Site Safety Orientation

Emergency Action Plan & Response and Site Logistics Plan

1. _____ In the event of ANY emergency **NOTIFY FLINTCO IMMEDIATELY!**
2. _____ In the event of an Evacuation, all personnel should assemble for a headcount @ _____
3. _____ First Aid Station Location @ _____
4. _____ Eyewash Station Location @ _____
5. _____ AED Location @ _____
6. _____ Tornado/ High Winds/ Severe Weather Shelter Location @ _____
7. _____ Chemical and SDS information Location @ _____

Daily Work, Material and Equipment

1. _____ Plan Daily Work/ Daily Pre-Task Planning Steps:
 - _____ Determine Daily tasks
 - _____ Identify/ Verify/ Communicate any Overhead Hazards
 - _____ Identify/ Verify/ Communicate any Underground Hazards
 - _____ Identify/ Communicate/ Mitigate any Hazards you create that affect other trades
 - _____ Identify/ Communicate/ Ensure Mitigation of Hazards other trades create that affect you
2. _____ Daily Stretch and Flex
3. _____ Daily Huddle and Coordination with other Trade Partners
4. _____ Clean as you go!
5. _____ **Every 20 minutes--- Take 20 seconds--- Look 20 feet around you! What changed?**
6. _____ Nothing hits the floor (Material should be staged and stored in a container, on a pallet, pipe rack etc. and in the area to be installed).

Work Permits: Completed before performing work

1. _____ Hot Work
2. _____ Lock Out/ Tag Out
3. _____ Crane Lift Plan/ Critical Lift Plan
4. _____ Critical Shut Down Work
5. _____ Occupied Space or Active Fire Alarm or Clean Room Access
6. _____ Permit Required Confined Space Entry
7. _____ Daily Silica Exposure Control Plan
8. _____ Equipment operator Licenses must be provided



Daily Inspections: Completed before shift and Documentation available for review

1. _____ Daily Excavation Inspection
2. _____ Daily Site Inspection
3. _____ Daily Scaffold and Stair Tower Inspection-Ensure tags are signed or available in ProCore
4. _____ Daily Crane and Rigging Inspection
5. _____ Daily Scissor Lift or Mobile Elevated Work Platform Inspection
6. _____ Daily Forklift Inspection
7. _____ Daily Heavy Equipment (Backhoe, Excavator...etc.) Inspection
8. _____ Daily Inspection of all tools and extension cords (Documentation is not required)
9. _____ Do not block access and egress paths, corridors, exits or stairways
10. _____ No Ear Buds or Cell Phone use onsite or while operating equipment
11. _____ No Smoking, Drugs, Alcohol, Weapons, or Firearms onsite (including in vehicles)
12. _____ Do not come to work under the influence of drugs, alcohol or emotionally/mentally unfit

Flintco Site Safety Orientation

13. _____ Do not get into a verbal or physical fight, threaten or harass anyone

Site Specific Safety Considerations to Discuss

1. _____ Safe Crane Work
2. _____ Safe Excavation Work
3. _____ Safe Scaffold Work
4. _____ Safe Demolition Work
5. _____ Safe Hospital, Bloodborne Pathogens, Clean Room Work
6. _____ Safe College Campus/ School Work
7. _____ Safe Occupied Space Work (Residential, Renovation, Campus Work, Active Fire Alarm)
8. _____ Safe Industrial Work (Pipeline, Chiller Plant, Power Plant, Refinery)
9. _____ Safe Utility Work (Electrical, Water, Gas)
10. _____ Safe Concrete Work
11. _____ Safe Working at Heights
12. _____ Safe Steel Erection Work
13. _____ Safe Electrical Work—NO Work allowed on LIVE Systems
14. _____ Site Logistics



EEOC and Anti-Discrimination Policies

Contractually, each trade partner has agreed to the following fair and safe workplace policies, but is not limited to:

Discrimination (Executive Order 11246)

1. _____ Flintco/ Trade Partners will not discriminate against any applicant or employee because of race, color, religion, gender, age, national origin, disability, veteran status or sexual orientation.
2. _____ Flintco/ Trade Partners will not tolerate discrimination by their own employees towards any project personnel or site visitors.

Harassment

1. _____ Flintco does not tolerate harassment of any kind.
2. _____ Trade Partners will not tolerate harassment by their employees toward any project personnel or site visitors.

Graffiti

1. _____ Flintco considers all graffiti to be an act of harassment and will not be tolerated.
2. _____ Flintco will not tolerate any attempts by trade partner employees to write, paint, carve, or otherwise deface or contaminate jobsite property or equipment. *This includes the interior and exterior of portable restroom facilities.*

• I hereby attest by my signature that I have attended the required Site Safety Orientation. I understand the above Flintco safety requirements and agree to abide by them. I also understand that these requirements are site specific and may be amended or changed as the work changes on the project.

• I hereby attest by my signature that I have reviewed the above EEOC and Anti-Discrimination policies. I understand these expectations and agree to abide by them. I also understand that if I violate any of the above policies, disciplinary action (including and up to permanent removal from the project) will be taken.

Printed Name _____ Date _____

Emergency Contact _____ Phone # _____

Flintco Site Safety Orientation

Orientation Follow-up Quiz (Choose the correct answer)

- _____1. It is NEVER ok to work alone.
 - a. True
 - b. False
- _____2. What PPE must always be worn?
 - a. Hard Hat
 - b. High visibility clothing or Vest
 - c. Cut Level 2 Gloves
 - d. All of the above
- _____3. What should you do if you see something unsafe?
 - a. Reach out to a supervisor
 - b. Stop work
 - c. Raise your voice and ask questions
 - d. All of the above
- _____4. Any emergency, near miss, accident, first aid, property damage or injury that happens onsite MUST be reported to Flintco immediately.
 - a. True
 - b. False
- _____5. What should you do if there is a fire?
 - a. Run to your car
 - b. Keep working
 - c. Go home
 - d. Clear the site and go to the designated rally point for a head count
- _____6. What equipment must be inspected daily prior to use?
 - a. Excavator
 - b. Sky track
 - c. Scissor Lift
 - d. All of the above
- _____7. How should material be stored or staged?
 - a. In a crate, box, material cage, pipe rack or on a pallet
 - b. Off the floor
 - c. In the area to be installed
 - d. All of the above
- _____8. Which permit must be completed prior to performing work?
 - a. Permit Required Confined Space Entry
 - b. Hot Work
 - c. Silica Exposure Control Plan
 - d. All of the Above
- _____9. Self-retracting lanyards (SRL) aka “Yo-Yos” or tethers must be worn when working out of a scissor lift.
 - a. True
 - b. False
- _____10. Everyone has the authority to STOP unsafe work.
 - a. True
 - b. False
- _____11. When can earbuds be worn on the project?
 - a. Always
 - b. Never

Orientation Requirements:

- ID OSHA10 Wage Rate Form
- Drug Test Background Check
- CCIP/ROCIP/OCIP Enrollment

Nombre: _____

Fecha de Orientación: _____

Número de placa o casco: _____ Compañía: _____

Orientado por: _____

Nombre del proyecto: _____ Número de proyecto: _____

Flintco 4 LIFE Principios

1. _____ **NO TRABAJE SOLO**
2. _____ Reconocer los peligros
3. _____ Contacte
4. _____ Eleva tu voz
5. _____ Hazlo bien
6. _____ **AUTORIDAD DE DETENER EL TRABAJO**



Flintco 4 LIFE Necesario

Equipo de Protección Personal- **EN TODO MOMENTO:**

1. _____ Casco
2. _____ Lentes de seguridad (aprobado por Z87.1, prescripción con protectores laterales)
3. _____ Botas de trabajo (cuero, sobre el tobillo, suela antideslizante)
4. _____ Ropa o chaleco de alta visibilidad (se aplican las regulaciones del DOT cuando se trabaja en carreteras)
5. _____ Cortar guantes de nivel 2 apropiados para la tarea
6. _____ Camisas con mangas de 4 "
7. _____ Pantalones de trabajo o jeans
8. _____ Las eslingas autorretráctiles (SRL) "Yo-Yo's" o las eslingas rectas de 4 pies "Tethers" deben usarse cuando se trabaja desde un elevador de tijera o plataforma de trabajo móvil elevada

Tarea Específica: Equipo de Protección Personal

1. _____ Protección auditiva (se usa cuando se trabaja en entornos que superan los 85 dBA)
2. _____ Protección respiratoria (se requiere documentación escrita del programa, capacitación y pruebas FIT)
3. _____ Sistemas personales de detención de caídas (cuando se expone a una caída de 6 pies o más. Se requiere documentación de capacitación. Deben usarse métodos adecuados de protección contra caídas dependiendo de la tarea)
4. _____ Protector facial (al cortar, esmerilar, soldar, realizar cualquier trabajo sobre la cabeza que pueda provocar la caída de escombros en su cara, al usar cualquier herramienta o equipo que pueda hacer que los escombros se eleven hacia su cara, cuando manipule productos químicos que podrían salpicarse en su cara)
5. _____ PPE para soldar (capucha para soldar, ropa o cueros ignífugos, guantes para soldar) Sin soldadura de tapa blanda.
6. _____ PPE eléctrico (casco con clasificación E, traje de arco eléctrico con capucha, guantes aislantes de goma, protectores de cuero o guantes con clasificación de arco)

7. _____ PPE especializado (cualquier equipo de protección requerido para mitigar los riesgos que no se pueden eliminar o sustituir, es decir, traje Tyvek, guantes químicos, cubiertas de metatarsianos – protección para los huesos de tus pies)

Plan de Acción de Emergencia y Plan de Respuesta y Logística del Sitio

1. _____ En caso de CUALQUIER emergencia, ¡NOTIFICAR A FLINTCO INMEDIATAMENTE!
2. _____ En el caso de una evacuación, todo el personal debe reunirse para un recuento @ _____
3. _____ La localización de la estación de primeros auxilios @ _____
4. _____ La localización de la estación de lavado de ojos @ _____
5. _____ La localización del AED @ _____
6. _____ Tornado / Vientos fuertes / La localización de refugio para clima severo @ _____
7. _____ Información y La localización sobre productos químicos y SDS @ _____

Trabajo diario, Material y Equipo

1. _____ Planifique el trabajo diario / Pasos diarios de planificación previa a la tarea:
 - _____ Determinar tareas diarias
 - _____ Identificar / Verificar / Comunicar cualquier peligro de arriba
 - _____ Identificar / verificar / comunicar cualquier peligro subterráneo
 - _____ Identifique / comunique / mitigue cualquier peligro que cree que afecte a otras operaciones
 - _____ Identifique / comunique / garantice la mitigación de los peligros que crean otras operaciones que lo afectan
2. _____ Estiramiento diario y flexión
3. _____ Reunión diaria y coordinación con otros socios comerciales (Principio Lean 2.0)
4. _____ Mantenga limpia su área de trabajo!
5. _____ **Cada 20 minutos --- Toma 20 segundos --- ¡Mira 20 pies a tu alrededor! ¿Qué cambió?**
6. _____ Nada toca el piso (el material debe colocarse y almacenarse en un contenedor, en un palé, en un estante para tuberías, etc. y en el área que se va a instalar- (Principio Lean 2.0)

Permisos de trabajo: completado antes de realizar el trabajo

1. _____ Trabajo caliente como soldadura
2. _____ Bloquear / Etiquetar
3. _____ Plan de elevación de grúa / Plan de elevación crítica
4. _____ Trabajo crítico de cierre
5. _____ Espacio ocupado o alarma de incendio activa o acceso a sala limpia
6. _____ Se requiere permiso de entrada a espacios confinados
7. _____ Plan diario de control de la exposición a la sílice
8. _____ Operador del equipo se deben proporcionar licencias



lean2.0
Better Construction

Inspecciones diarias: completadas antes del turno y documentación disponible para revisión

1. _____ Inspección diaria de excavación
2. _____ Inspección diaria del sitio de trabajo
3. _____ Inspección diaria de andamios y torres de escaleras: asegúrese de que las etiquetas estén firmadas o disponibles en ProCore
4. _____ Inspección diaria de grúas y aparejos

5. Inspección diaria del elevador de tijera o Plataforma móvil de trabajo elevada
6. Inspección diaria del máquina elevadora
7. Inspección diaria de equipo pesado (retroexcavadora, excavadora ... etc.)
8. Diaria de todas las herramientas y cables de extensión (no se requiere documentación)
9. No bloquee el acceso y los caminos de egress, pasillos, salidas, escaleras
10. **No usar audífonos** ni teléfonos celulares en el sitio o mientras se utiliza el equipo
11. No fumar, usar drogas, alcohol, tener armas o armas de fuego en el sitio de trabajo (incluso en vehículos)
12. No venga a trabajar bajo la influencia de drogas, alcohol o emocionalmente/mentalmente no apto
13. No entren en una pelea verbal o física, amenacen o acosen a nadie

Consideraciones de Seguridad

Específicas del sitio del trabajo para discutir

1. Trabajo seguro con grúa
2. Trabajo de excavación seguro
3. Trabajo seguro de andamio
4. Trabajo de demolición seguro
5. Hospital seguro, patógenos transmitidos por la sangre, trabajo en área limpia
6. Campus universitario seguro / trabajo escolar
7. Trabajo seguro en el espacio ocupado (residencial, renovación, trabajo en el campus, alarma de incendio activa)
8. Trabajo industrial seguro (tubería, planta enfriadora, planta de energía, refinería)
9. Trabajo seguro de servicios públicos (electricidad, agua, gas)
10. Trabajo concreto seguro
11. Trabajo seguro en altura
12. Trabajo seguro de montaje de acero
13. Trabajo eléctrico seguro: NO se permite trabajo en sistemas LIVE
14. Logística del sitio de trabajo



EEOC y Políticas contra la discriminación

Contractualmente, cada socio comercial ha acordado las siguientes políticas de trabajo justas y seguras, pero no se limita a:

Discriminación (Orden ejecutiva 11246)

1. Flintco / Socios comerciales no discriminará a ningún solicitante o empleado por motivos de raza, color, religión, género, edad, origen nacional, discapacidad, condición de veterano u orientación sexual.
2. Flintco / Socios comerciales no tolerará la discriminación de sus propios empleados, el personal del proyecto o los visitantes del proyecto.

Acoso

1. Flintco no tolera el acoso de ningún tipo.
2. Los Socios comerciales no tolerarán el acoso de sus empleados hacia el personal del proyecto o los visitantes del proyecto.

El Grafiti

1. _____ Flintco considera que todo grafiti es un acto de acoso y no será tolerado.
 2. _____ Flintco no tolerarán ningún intento por parte de sus empleados de escribir, pintar, tallar o de otro modo dañar o contaminar la propiedad o el equipo del lugar de trabajo. *Esto incluye el interior y el exterior de los baños portátiles.*
- **Por la presente certifico con mi firma que he asistido a la Orientación de seguridad del sitio de trabajo requerida. Entiendo los requisitos de seguridad de Flintco anteriores y acepto cumplirlos. También entiendo que estos requisitos son específicos del sitio de trabajo y pueden modificarse o modificarse a medida que el trabajo cambia en el proyecto.**
 - **Por la presente certifico con mi firma que he revisado las políticas EEOC y políticas antidiscriminatorias. Entiendo estas expectativas y estoy de acuerdo en cumplirlas. También entiendo que si infringe cualquiera de las políticas anteriores, se tomarán medidas disciplinarias (incluida la eliminación permanente del proyecto).**

Nombre _____ Fecha _____

Contacto de emergencia _____ Número de teléfono _____

Prueba de orientación

- ____ 1. NUNCA está bien trabajar solo.
– a. Cierto b. Falso
- ____ 2. ¿Qué EPP debe usarse siempre?
– a. Casco
– b. Ropa de alta visibilidad o chaleco
– c. Cortar guantes de nivel 2
– d. Todas las anteriores
- ____ 3. ¿Qué debe hacer si ve algo inseguro?
– a. Contacte a un supervisor
– b. Para de trabajar
– c. Levanta la voz y haz preguntas
– d. Todas las anteriores
- ____ 4. Cualquier emergencia, casi accidente, accidente, primeros auxilios, daños a la propiedad o lesiones que
– ocurran en el sitio de trabajo DEBE notificarse a Flintco de inmediato.
– a. Cierto b. Falso
- ____ 5. ¿Qué debe hacer si hay un incendio?
– a. Corre a tu carro
– b. Sigue trabajando
– c. Vete a casa
– d. Evacuar del sitio de trabajo y ve al punto de reunión designado
- ____ 6. ¿Qué equipo debe inspeccionarse diariamente antes de su uso?
– a. Excavador
– b. Sky track

- c. Elevador de tijera
- d. Todas las anteriores

___7. ¿Cómo se debe mantener o organizar el material?

- a. En una caja de madera, caja, jaula de material, estante para tubos o en un palé
- b. Fuera del suelo
- c. En la área de instalación
- d. Todas las anteriores

___8. ¿Qué permiso se debe completar antes de realizar el trabajo?

- a. Se requiere permiso de entrada a espacios confinados
- b. Trabajo en caliente como soldadura
- c. Plan de control de exposición a la sílice
- d. Todas las anteriores

___9. Las cuerdas autorretráctiles (SRL), también conocidas como "Yo-Yos" o correas, deben usarse cuando se trabaja con un elevador de tijera.

- a. Cierto b. Falso

___10. Todos tienen la autoridad para DETENER el trabajo inseguro.

- a. Cierto b. Falso

___11. ¿Cuándo se pueden usar audífonos en el proyecto?

- a. Siempre b. Nunca

STEP 1. Jobsite:	Company Name:	Date:
Competent Employee (filling out PTP):		Job Task:
PPE Required During This Task: <input type="checkbox"/> Hardhat <input type="checkbox"/> Safety Shoes/Boots <input type="checkbox"/> Safety Glasses <input type="checkbox"/> Fall Protection <input type="checkbox"/> Atmospheric/Gas Monitor <input type="checkbox"/> Respiratory Protection <input type="checkbox"/> Hand Protection <input type="checkbox"/> Other: _____		

*** Every person has the right and responsibility to STOP any task that is believed to be unsafe or could lead to environmental impact.**

STEP 2. Hazard Assessment (check all that apply)

This table of Hazards and Controls can assist the work group to manage hazards for the proposed work. Determine the Hazards that are present for the task and identify the Controls to be implemented.

*** The table does not include all possible hazards. It is expected that the required PPE for the activity and work conditions will be used.**

<input type="checkbox"/> Material Handling 	<input type="checkbox"/> Slips, Trips and Falls 	<input type="checkbox"/> Work At Heights 	<input type="checkbox"/> Equipment and Tools 	<input type="checkbox"/> Ignition Sources
<input type="checkbox"/> Assess manual handling task and identify clear path <input type="checkbox"/> Hand positioning <input type="checkbox"/> Limit load size to 50 lbs. or less <input type="checkbox"/> Proper lifting technique <input type="checkbox"/> Confirm stability of load <input type="checkbox"/> Get assistance when necessary <input type="checkbox"/> Limit exposure times with vibrating equipment <input type="checkbox"/> Other: _____	<input type="checkbox"/> Identify and shield uneven surface or projections <input type="checkbox"/> Appropriate footwear <input type="checkbox"/> Secure or cover hoses, cables, cords, and tubing <input type="checkbox"/> Adequate housekeeping <input type="checkbox"/> Barricade or rope-off openings and holes <input type="checkbox"/> Inclement weather measures <input type="checkbox"/> Other: _____	<input type="checkbox"/> Discuss working at heights safe work practice <input type="checkbox"/> Verify fall restraint and arrest equipment certification/inspection <input type="checkbox"/> Verify rescue plan <input type="checkbox"/> Secure tools (tie-off) <input type="checkbox"/> Verify safe access/egress <input type="checkbox"/> Other: _____	<input type="checkbox"/> Inspect equipment and tools <input type="checkbox"/> No use of modified tools <input type="checkbox"/> Use protective guards <input type="checkbox"/> Use correct tools and equipment for task <input type="checkbox"/> Protect or remove sharp edges <input type="checkbox"/> Machine guards in place <input type="checkbox"/> Other: _____	<input type="checkbox"/> Identify all sources <input type="checkbox"/> Remove, isolate, or contain combustible materials <input type="checkbox"/> Fire extinguisher readily available <input type="checkbox"/> Bond or ground for static electricity or cathodic protection <input type="checkbox"/> Complete/Verify Hot Work Permit <input type="checkbox"/> Other: _____
<input type="checkbox"/> Mobile Equipment 	<input type="checkbox"/> Lifting Equipment 	<input type="checkbox"/> Lifting Equipment (cont.) 	<input type="checkbox"/> Personnel 	<input type="checkbox"/> Excavation/Trenching
<input type="checkbox"/> Assess equipment condition <input type="checkbox"/> Operator is approved to operate equipment <input type="checkbox"/> Limit and monitor proximity to live equipment or cables <input type="checkbox"/> Manage overhead hazards <input type="checkbox"/> Adhere to road and site rules <input type="checkbox"/> Verify spotter used at all times <input type="checkbox"/> Fire extinguisher located inside equipment <input type="checkbox"/> Verify seatbelt use <input type="checkbox"/> Other: _____	<input type="checkbox"/> Confirm lifting equipment condition and certification <input type="checkbox"/> Verify operator certification <input type="checkbox"/> Have a documented and approved lift plan <input type="checkbox"/> Use signs and barriers to restrict access <input type="checkbox"/> Horn/whistle prior to pick	<input type="checkbox"/> Verify/Review lift plan <input type="checkbox"/> Overhead hazard protection (i.e., power lines) <input type="checkbox"/> Verify adequate lifting capabilities <input type="checkbox"/> Other: _____	<input type="checkbox"/> Verify all personnel have completed orientation <input type="checkbox"/> Manage multiple languages <input type="checkbox"/> SSE's (Short Service Employees) have been identified <input type="checkbox"/> Verify Qualifications <input type="checkbox"/> Other: _____	<input type="checkbox"/> Verify One Call (811) <input type="checkbox"/> Complete/Verify Excavation/Trenching Checklist <input type="checkbox"/> Locate underground pipes by hand digging <input type="checkbox"/> Verify Competent Person <input type="checkbox"/> Implement confined space entry controls <input type="checkbox"/> Other: _____
<input type="checkbox"/> Confined Space 	<input type="checkbox"/> Electrical Equipment 	<input type="checkbox"/> Electrical Equipment (cont.) 	<input type="checkbox"/> Emergency Response 	<input type="checkbox"/> Other Hazards
<input type="checkbox"/> Discuss confined space entry safe work practice <input type="checkbox"/> Verify rescue plan <input type="checkbox"/> Complete/Verify Confined Space Permit <input type="checkbox"/> Complete/Verify Declassification Permit <input type="checkbox"/> Assign roles as per permit <input type="checkbox"/> Verify Competent Person <input type="checkbox"/> Other: _____	<input type="checkbox"/> Inspect equipment for condition prior to use <input type="checkbox"/> Implement continuous gas monitoring <input type="checkbox"/> Protect electrical leads from impactor damage- <input type="checkbox"/> Verify grounding/bonding <input type="checkbox"/> Use proper PPE <input type="checkbox"/> Signage utilized <input type="checkbox"/> Perform isolation -LO/TO <input type="checkbox"/> Other: _____	<input type="checkbox"/> Overhead power lines identified <input type="checkbox"/> Authorized personnel working on equipment above 50v <input type="checkbox"/> Restrict access to authorized personnel only <input type="checkbox"/> Bring electrical equipment to zero energy state <input type="checkbox"/> Observe safe work distances for live cables <input type="checkbox"/> Verify daily color code <input type="checkbox"/> Other: _____	<input type="checkbox"/> First Aid kits available <input type="checkbox"/> Emergency Response Plan specific to location <input type="checkbox"/> Have a rescue plan in place <input type="checkbox"/> Muster points identified <input type="checkbox"/> Keep emergency alarm, fire equipment, and shutdown locations unobstructed <input type="checkbox"/> Notification list <input type="checkbox"/> Other: _____	<input type="checkbox"/> Potential hand hazards identified <input type="checkbox"/> Heat/Cold stress precautions identified <input type="checkbox"/> Animal or Insect Hazards <input type="checkbox"/> Other: _____

STEP 3. Permits/Plans/Checklist Needed:

Confined Space
 Excavation/Trenching
 Hot Work
 Critical Lift
 LOTO
 Other: _____

*****STOP- NECESSARY FORMS MUST BE OBTAINED AND COMPLETED FOR CHECKED PERMITS/PLANS/CHECKLISTS**

STEP 4. Hazard Management Form

Complete Task Steps / Potential Hazards / Hazard Controls prior to the job.

Note: If the scope of work or the conditions change, revise the PTP to address the hazards before proceeding.

Step 4 Continued on Back:

Spanish PTP (PreTask Plan)

Pre Plan Tareas

PASO #1. Sitio de Trabajo:		Nombre de Compañía:		Fecha:	
Nombre del Empleado Competente (llenando el PTP):			Descripción de la Tarea o Misión:		
PPE requerido durante esta tarea: <input type="checkbox"/> Lentes de Seguridad / Lentes prescripción de seguridad deben tener protecciones laterales o usar sobre lentes de seguridad encima de lentes prescripción. <input type="checkbox"/> Casco <input type="checkbox"/> Zapatos de Seguridad o Botas <input type="checkbox"/> Protección Contra Caídas <input type="checkbox"/> Monitor de presión Atmosférica / Gas <input type="checkbox"/> Protección Respiratoria <input type="checkbox"/> Protección de Manos <input type="checkbox"/> Otro tipo de PPE: _____					
* Toda persona tiene el derecho y el deber de DETENER cualquier tarea que se cree que es insegura o podría dar lugar a impacto ambiental.					
PASO #2. Evaluación de Riesgos (marque todos que aplican)					
Esta tabla de Peligros y Controles puede ayudar al grupo de trabajo para gestionar los riesgos para el trabajo propuesto. Determinar los Riesgos a que están presentes en la tarea e identificar los Controles que deban aplicarse.					
*La tabla no incluye todos los posibles peligros. Se espera que se utilizará el equipo protector personal requerido para las condiciones de trabajo y actividad.					
<input type="checkbox"/> Manipulación de materiales 	<input type="checkbox"/> Resbalones, tropezones y caídas 	<input type="checkbox"/> Trabajos en altura 	<input type="checkbox"/> Equipos y herramientas 	<input type="checkbox"/> Fuentes de ignición 	
<input type="checkbox"/> evaluar ruta de acceso y tareas de manipulación manual <input type="checkbox"/> manoposicionamiento <input type="checkbox"/> limitar carga tamaño a 50 libras o menos <input type="checkbox"/> adecuada técnica de levantamiento <input type="checkbox"/> confirmar la estabilidad de la carga <input type="checkbox"/> obtener asistencia cuando sea necesario <input type="checkbox"/> limitar tiempos de exposición con equipos de vibración <input type="checkbox"/> otro: _____	<input type="checkbox"/> identificar y escudo irregular y proyecciones <input type="checkbox"/> calzado apropiado <input type="checkbox"/> seguro o cubierta de las mangueras, cables, cables y tubería <input type="checkbox"/> Limpieza adecuada <input type="checkbox"/> barricada o cuerda de aberturas y agujeros <input type="checkbox"/> Medidas inclemencias del tiempo <input type="checkbox"/> otro: _____	<input type="checkbox"/> Discutir en prácticas de trabajo seguro de alturas <input type="checkbox"/> Verificar caída restricción y detención de certificación e inspección de equipos <input type="checkbox"/> Verificar plan de rescate <input type="checkbox"/> Herramientas seguridad (amarre) <input type="checkbox"/> Verificar que el acceso y salidas estén claras y seguras. <input type="checkbox"/> Verificar inspecciones para la escalera. <input type="checkbox"/> Mantener 3 puntos de contacto. <input type="checkbox"/> otro: _____	<input type="checkbox"/> inspeccionar equipos y herramientas <input type="checkbox"/> no usar herramientas modificadas o modificar herramientas <input type="checkbox"/> usar las guardias de protección <input type="checkbox"/> utilizar correctamente herramientas y equipos para la tarea <input type="checkbox"/> proteger o quitar filos <input type="checkbox"/> protectores de la máquina en lugar <input type="checkbox"/> otro: _____	<input type="checkbox"/> identificar todas las fuentes <input type="checkbox"/> eliminar, aislar o contener materiales combustibles <input type="checkbox"/> extintor disponible <input type="checkbox"/> Enlace o tierra para electricidad estática o protección catódica <input type="checkbox"/> permiso de trabajo caliente completa/verificar <input type="checkbox"/> otro: _____	
<input type="checkbox"/> Equipo móvil 	<input type="checkbox"/> Equipos de elevación 	<input type="checkbox"/> Levantamiento (cont.) 	<input type="checkbox"/> Personal 	<input type="checkbox"/> Excavación / Zanjas 	
<input type="checkbox"/> evaluar estado de equipo <input type="checkbox"/> operador está aprobado para operar equipo <input type="checkbox"/> limitar y monitorear cerca de cables o equipos en vivo <input type="checkbox"/> gestionar riesgos generales <input type="checkbox"/> se adhieren a las reglas de ruta y sitio <input type="checkbox"/> verificar que un observador o banderero esté en todo momento <input type="checkbox"/> otro: _____	<input type="checkbox"/> confirmar la condición de equipo de elevación y certificación <input type="checkbox"/> verificar certificación de operador <input type="checkbox"/> tiene un plan de transporte documentado y aprobado <input type="checkbox"/> Uso señales y barreras para restringir el acceso	<input type="checkbox"/> Verifique y revisión plan de levante <input type="checkbox"/> protección de peligro de sobrecarga (es decir, líneas de energía) <input type="checkbox"/> verificar las capacidades de elevación adecuadas <input type="checkbox"/> otro: _____	<input type="checkbox"/> Verificar que todo el personal ha asistido a la orientación de seguridad. <input type="checkbox"/> gestionar varios idiomas <input type="checkbox"/> ESC (Empleados de Servicio Corto) han sido identificados. <input type="checkbox"/> verificar calificaciones <input type="checkbox"/> otro: _____	<input type="checkbox"/> Verificar OneCall (811) <input type="checkbox"/> Completar / Verificar Excavación / excavación de zanjas. Lista de verificación <input type="checkbox"/> Localización de tuberías subterráneas por escarbar a mano <input type="checkbox"/> Verificar la Persona Competente para excavaciones. <input type="checkbox"/> Implemente el espacio confinado controles de entrada <input type="checkbox"/> otro: _____	
<input type="checkbox"/> Limitado espacio 	<input type="checkbox"/> Equipo eléctrico 	<input type="checkbox"/> Equipo eléctrico (cont.) 	<input type="checkbox"/> Respuesta de emergencia 	<input type="checkbox"/> Otros peligros 	
<input type="checkbox"/> Hablar de espacio confinado práctica de seguridad en el trabajo de entrada <input type="checkbox"/> verificar plan de rescate <input type="checkbox"/> Permiso de espacio confinado completo/verificar <input type="checkbox"/> Autorización de desclasificación completo/verificar <input type="checkbox"/> asignar funciones según permiso <input type="checkbox"/> verificar QI <input type="checkbox"/> otro: _____	<input type="checkbox"/> Inspeccione el equipo antes de la condición a utilizar <input type="checkbox"/> implementar el monitoreo continuo de gas <input type="checkbox"/> protección eléctrica conduce de impacto o daño <input type="checkbox"/> verificar puesta a tierra/vinculación <input type="checkbox"/> Use PPE adecuado <input type="checkbox"/> señalización utilizado <input type="checkbox"/> realizar aislamiento – Bloqueo y Etiquetado LO/TO, cegamiento o la derrota <input type="checkbox"/> otro: _____	<input type="checkbox"/> líneas eléctricas aéreas identificadas <input type="checkbox"/> Personal autorizado para trabajar en equipo más de 50 v <input type="checkbox"/> restringir el acceso al personal autorizado solamente <input type="checkbox"/> poner el equipo eléctrico a cero energía del estado. <input type="checkbox"/> observar distancias de seguridad en el trabajo para cables de vivo <input type="checkbox"/> otro: _____	<input type="checkbox"/> Botiquines de primeros auxilios disponibles <input type="checkbox"/> Plan de Reacción para Emergencias esta específico para la localización. <input type="checkbox"/> Tiene un plan de Rescate en posición. <input type="checkbox"/> Áreas de reunión identificadas <input type="checkbox"/> Mantenga las alarmas de emergencia, el equipo de fuego, y ubicaciones de cerrar desbloqueados. <input type="checkbox"/> Lista de notificación <input type="checkbox"/> otro: _____	<input type="checkbox"/> Posibles peligros de mano identificados <input type="checkbox"/> Precauciones de estrés por calor / frío identificados <input type="checkbox"/> Riesgos de Animales o Insectos <input type="checkbox"/> otro: _____	
PASO #3. Permisos / Planes / Lista de Verificación Necesaria:					
<input type="checkbox"/> Espacio Confinado <input type="checkbox"/> Excavaciones y Zanjas <input type="checkbox"/> Permisos para trabajos calientes <input type="checkbox"/> Bloqueo y Etiquetado LO/TO <input type="checkbox"/> Levantamiento Crítico <input type="checkbox"/> otras: _____					
*** PARAR - FORMULARIOS NECESARIOS DEBEN SER OBTENIDOS y COMPLETADOS PARA PERMISOS PLANES/ LISTAS DE VERIFICACION COMPROBADOS.					

SAFETY REPRESENTATIVE IDENTIFICATION

Pursuant to the requirements of Chapter 13 of the Flintco Safety Manual, each trade partner shall designate a safety representative to oversee the trade partner’s environmental, safety and health activities.

_____ is hereby designated as Safety Representative at the Flintco, LLC

(Name)

(Project Name)

_____ has the education and/or experience to perform the tasks as

(Name)

outlined in the section titled “Safety Representative Credentials” of Chapter 13 of the Flintco, LLC Safety Manual and employs the following credentials.

The safety representative shall be present on site during all trade partner work activities. The trade partner shall identify an alternate safety representative in the event the primary safety representative is absent from the project.

Sincerely,

Name _____

Title _____

Company _____

Date _____



SCAFFOLDING INSPECTION

	YES	NO
1. Scaffold conform to the 4-1 base to height requirement	_____	_____
2. End frames are free from defects	_____	_____
3. Braces are free from defects	_____	_____
4. Mud sills are installed on level and solid surface	_____	_____
5. Base plates are installed and properly nailed to mudsills	_____	_____
6. Connecting pins are in place and locked with gravity pins	_____	_____
7. All diagonal braces are installed	_____	_____
8. Horizontal bracing is installed at brace sections	_____	_____
9. Scaffolding is square and plumb	_____	_____
10. Scaffolding planks are free from defects	_____	_____
11. Ladder has been installed for access to walk plate form	_____	_____
12. Scaffolding plank extended a minimum of 6" and maximum of 12" past end frame supports	_____	_____
13. Scaffolding plank laps over other scaffolding plank by minimum of 12"	_____	_____
14. Scaffolding is secured to the structure at intervals of 30' horizontally and 26' vertically	_____	_____
15. Guardrail installed on all open sides and ends including toe board	_____	_____
16. For mobile scaffolding caster locks are in working order in working order	_____	_____
17. Employees have been instructed in the hazard associated with scaffold use	_____	_____

Name of Competent Person

Signature/Competent Person

Title

Date



Silica Exposure Control

Date: _____ Project: _____ Silica Competent Person: _____

Task Description	
Location: _____	<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor
Duration: #of shifts: _____	<input type="checkbox"/> < 4 hours/shift <input type="checkbox"/> > 4hours/shift
List materials that may contain silica, tools that may create airborne dust, and a description of the work process:	

Table 1 Compliance
Can this task be performed according to Table 1, with the specified controls fully and properly implemented?
<input type="checkbox"/> Yes <input type="checkbox"/> No (Air monitoring or objective data required. Consult Safety.)

Objective Data & Air Monitoring
Select the justification method for exposure controls. Air monitoring and objective data must reflect work conditions for this task (e.g. equipment, processes, material, % silica, environment). Attach documentation or maintain on file.
<input type="checkbox"/> Objective Data will be used Description & Source: _____
<input type="checkbox"/> Table 1 will be used
<input type="checkbox"/> Air monitoring data will be used
<input type="checkbox"/> Air monitoring data not available

Engineering & Work Practice Controls
Prior to use, tool and equipment must be inspected for damage, secure hose connections, holes, kinks/pinches, leaks, clean filters, and properly fitting shrouds/cowls. Equipment must be operated, cleaned and maintained in accordance with manufacturer's instructions to minimize dust emissions.
<input type="checkbox"/> Dust Collection <input type="checkbox"/> Exhaust Ventilation w/HEPA <input type="checkbox"/> Wet Methods: _____
<input type="checkbox"/> Integrated Water Feed <input type="checkbox"/> Enclosed Cab, Cabin Filter <input type="checkbox"/> Other: _____

Housekeeping
Compressed air and dry sweeping shall not be used to remove dust and debris containing silica. Dispose of silica-containing vacuum bags, dust and debris in a sealed container (e.g. sealed garbage bag).
<input type="checkbox"/> Wet Sweeping <input type="checkbox"/> HEPA Vacuum <input type="checkbox"/> Water/Wet Washing
<input type="checkbox"/> Sweeping Compound <input type="checkbox"/> Other: _____

Work Area Access
Restrict access to the area(s) near the work where respirable crystalline silica exposure could reasonably be expected to exceed the action level of 25ug/m ³ .
<input type="checkbox"/> No Restrictions <input type="checkbox"/> Signs <input type="checkbox"/> DANGER Barricade & Sign/Tag
<input type="checkbox"/> Spotter <input type="checkbox"/> Enclosure (sealed tent) <input type="checkbox"/> Other: _____

Respiratory Protection
Verify respiratory training and fit testing for respiratory protection users. Medical surveillance is required for individuals who use respirators under the silica rule for 30 or more days per year.
<input type="checkbox"/> N/A <input type="checkbox"/> ½ Face APR with P100 <input type="checkbox"/> Full Face APR with P100 <input type="checkbox"/> Other: _____

Additional Comments

Supervisor Name: _____ Signature: _____

Silica training and a review of this Silica Exposure Control Plan are required for employees involved in and directly supporting the silica work activity. Review of this plan is required annually and when work conditions change.

Table 1

When performing multiple Table 1 tasks whose combined duration is greater than 4 hours, the respiratory protection specified in the >4 hours/shift column must be used for each respective task. Table 1 originates in 29 CFR 1926.1153(c)(1).

Equipment/task	Engineering and work practice control methods	Required respiratory protection and minimum assigned protection factor (APF)	
		≤ 4 hours/shift	>4 hours/shift
(i) Stationary masonry saws	Use saw equipped with integrated water delivery system that continuously feeds water to the blade Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions	None	None
(ii) Hand held power saws (any blade diameter)	Use saw equipped with integrated water delivery system that continuously feeds water to the blade Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions: When used outdoors When used indoors or in an enclosed area	None APF 10	None APF 10
(iii) Hand held power saws for cutting fiber cement board (with blade diameter of 8 inches or less)	For tasks performed outdoors only: Use saw equipped with commercially available dust collection system Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 90% or greater efficiency	None	None
(iv) Walk-behind saws	Use saw equipped with integrated water delivery system that continuously feeds water to the blade Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions: When used outdoors When used indoors or in an enclosed area	None APF 10	None APF 10
(v) Drivable saws	For tasks performed outdoors only: Use saw equipped with integrated water delivery system that continuously feeds water to the blade Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions	None	None
(vi) Rig mounted core saws or drills	Use tool equipped with integrated water delivery system that supplies water to cutting surface Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions	None	None
(vii) Hand held and stand mounted drills (including imp)	Use drill equipped with commercially available shroud or cowling with dust collection system	None	None



Silica Exposure Control

and rotary hammer drills)	Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism Use a HEPA-filtered vacuum when cleaning holes		
(viii) Dowel drilling rigs for concrete	For tasks performed outdoors only: Use shroud around drill bit with a dust collection system. Dust collector must have a filter with 99% or greater efficiency and a filter cleaning mechanism Use a HEPA-filtered vacuum when cleaning holes	APF 10	APF 10
(ix) Vehicle-mounted drilling rigs for rock and concrete	Use dust collection system with close capture hood or shroud around drill bit with a low-flow water spray to wet the dust at the discharge point from the dust collector OR	None	None
	Operate from within an enclosed cab and use water for dust suppression on drill bit	None	None
(x) Jackhammers and handheld powered chipping tools	Use tool with water delivery system that supplies a continuous stream or spray of water at the point of impact: -When used outdoors -When used indoors or in an enclosed area OR	None APF 10	APF 10 APF 10
	Use tool equipped with commercially available shroud and dust collection system		
	Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism: -When used outdoors -When used indoors or in an enclosed area	None APF 10	APF 10 APF 10
(xi) Hand held grinders for mortar removal (i.e., tuck pointing)	Use grinder equipped with commercially available shroud and dust collection system	APF 10	APF 25
	Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions Dust collector must provide 25 cubic feet per minute (cfm) or greater of airflow per inch of wheel diameter and have a filter with 99% or greater efficiency and a cyclonic pre-separator or filter-cleaning mechanism		
(xii) Hand held grinders for uses other than mortar removal	For tasks performed outdoors only: Use grinder equipped with integrated water delivery system that continuously feeds water to the grinding surface	None	None



Silica Exposure Control

	<p>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions</p> <p>OR</p> <p>Use grinder equipped with commercially available shroud and dust collection system</p> <p>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions</p> <p>Dust collector must provide 25 cubic feet per minute (cfm) or greater of airflow per inch of wheel diameter and have a filter with 99% or greater efficiency and a cyclonic pre-separator or filter-cleaning mechanism:</p> <p>-When used outdoors</p> <p>-When used indoors or in an enclosed area</p>	<p>None</p> <p>None</p>	<p>None</p> <p>APF 10</p>
(xiii) Walk-behind milling machines and floor grinders	<p>Use machine equipped with integrated water delivery system that continuously feeds water to the cutting surface</p> <p>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions</p> <p>OR</p> <p>Use machine equipped with dust collection system recommended by the manufacturer</p> <p>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions</p> <p>Dust collector must provide the air flow recommended by the manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism</p> <p>When used indoors or in an enclosed area, use a HEPA- filtered vacuum to remove loose dust in between passes</p>	<p>None</p> <p>None</p>	<p>None</p> <p>None</p>
(xiv) Small drivable milling machines (less than half-lane)	<p>Use a machine equipped with supplemental water sprays designed to suppress dust. Water must be combined with a surfactant</p> <p>Operate and maintain machine to minimize dust emissions</p>	<p>None</p>	<p>None</p>
(xv) Large drivable milling machines (half-lane and larger)	<p>For cuts of any depth on asphalt only:</p> <p>Use machine equipped with exhaust ventilation on drum enclosure and supplemental water sprays designed to suppress dust</p> <p>Operate and maintain machine to minimize dust emissions</p> <p>for cuts of four inches in depth or less on any substrate:</p>	<p>None</p>	<p>None</p>
	<p>Use machine equipped with exhaust ventilation on drum enclosure and supplemental water sprays designed to suppress dust</p> <p>Operate and maintain machine to minimize dust emissions</p>	<p>None</p>	<p>None</p>



Silica Exposure Control

	<p>OR</p> <p>Use a machine equipped with supplemental water spray designed to suppress dust. Water must be combined with a surfactant</p> <p>Operate and maintain machine to minimize dust emissions</p>	None	None
(xvi) Crushing machines	<p>Use equipment designed to deliver water spray or mist for dust suppression at crusher and other points where dust is generated (e.g., hoppers, conveyers, sieves/sizing or vibrating components, and discharge points)</p> <p>Operate and maintain machine in accordance with manufacturer's instructions to minimize dust emissions</p> <p>Use a ventilated booth that provides fresh, climate-controlled air to the operator, or remote control station</p>	None	None
(xvii) Heavy equipment and utility vehicles used to abrade or fracture silica-containing materials (e.g., hoe-ramming, rock ripping) or used during demolition activities involving silica-containing materials	<p>Operate equipment from within an enclosed cab</p> <p>When employees outside of the cab are engaged in the task, apply water and/or dust suppressants as necessary to minimize dust emissions</p>	None	None
(xviii) Heavy equipment and utility vehicles for tasks such as grading and excavating but not including: Demolishing, abrading, or fracturing silica-containing materials	<p>Apply water and/or dust suppressants as necessary to minimize dust emissions</p>	None	None
	<p>OR</p> <p>When the equipment operator is the only employee engaged in the task, operate equipment from within an enclosed cab</p>	None	None

Fecha: _____ Proyecto: _____ Sílice Persona Competente: _____

Descripción de tarea otrabajo		
Ubicación: _____	<input type="checkbox"/> Interior	<input type="checkbox"/> al Aire libre
Duración: # detornosde trabajo: _____	<input type="checkbox"/> < 4 horas	<input type="checkbox"/> > 4 horas
Lista de material que contiene sílice, herramientas que pueden crear polvo en el aire, y descripción del proceso de trabajo:		

Tableta 1 conformidad	
¿Se puede realizar esta tarea de acuerdo con la Tabla 1, con los controles especificados completamente y correctamente implementados?	
<input type="checkbox"/> Si	<input type="checkbox"/> No (Se requiere control de aire o datos objetivos. Consulte la seguridad)

Datos objetivos y monitor de aire		
Seleccione el método de justificación para los controles de exposición. El monitoreo del aire y los datos objetivos deben reflejar las condiciones de trabajo para esta tarea (por ejemplo, equipo, procesos, material, % sílice, ambiente). Adjunte documentación o mantenga en archivo.		
<input type="checkbox"/> Objetivo de datos será usado	<input type="checkbox"/> Tableta 1 será usado	<input type="checkbox"/> Se utilizarán datos de monitoreo del aire
Descripción: _____		
<input type="checkbox"/> No se dispone de datos de monitoreo aéreo		

Ingeniera y control de prácticas de trabajo		
Antes de su uso, la herramienta y el equipo deben ser inspeccionados para detectar daños, asegurar las conexiones de manguera, agujeros, torceduras / pellizcos, fugas, filtros limpios y cubiertas / carenados apropiadamente. El equipo debe ser operado, limpiado y mantenido de acuerdo con las instrucciones del fabricante para minimizar las emisiones de polvo.		
<input type="checkbox"/> Recolección de polvo	<input type="checkbox"/> Ventilación de escape con HEPA	<input type="checkbox"/> Métodos húmedos: _____
<input type="checkbox"/> Alimentación Integrada de agua	<input type="checkbox"/> Cabinas Cerrada, Filtro de Cabina	<input checked="" type="checkbox"/> Otros: _____

Limpieza		
El aire comprimido y el barrido en seco no se utilizarán para eliminar el polvo y los desechos que contengan sílice. Deseche las bolsas de vacío que contienen sílice, el polvo y los residuos en un recipiente sellado (por ejemplo, una bolsa de basura sellada).		
<input type="checkbox"/> Barrer Húmedo	<input type="checkbox"/> Aspiradora HEPA	<input type="checkbox"/> Lavar con agua
<input type="checkbox"/> Compuesto para barrer	<input type="checkbox"/> Otros: _____	

Acceso área de trabajo		
Restringir el acceso a la (s) zona (s) cercana (s) al trabajo donde razonablemente se podría esperar que la exposición al silicio cristalino respirable exceda el nivel de acción de 25 ug / m3.		
<input type="checkbox"/> No hay restricciones	<input type="checkbox"/> Signos	<input type="checkbox"/> Barricadas de Peligro o Etiquetas
<input type="checkbox"/> Observador-vigilante	<input type="checkbox"/> Encierro (Carpa Sellada)	<input type="checkbox"/> Otros: _____

Protección respiratoria			
Verificar el entrenamiento respiratorio y las pruebas de ajuste para los usuarios de protección respiratoria. Se requiere vigilancia médica para las personas que usan respiradores bajo la regla de sílice durante 30 o más días al año.			
<input type="checkbox"/> N/A	<input type="checkbox"/> 1/2 cara con APF 10	<input type="checkbox"/> Cara completa	<input type="checkbox"/> Otros: _____



Comentarios adicionales




Nombre de Supervisor: _____ **Firma:** _____




El entrenamiento de sílice y una revisión de este Plan de Control de Exposición de Sílice son requeridos para empleados involucrados en y directamente apoyando la actividad de trabajo de sílice. Revisión de este plan se requiere anualmente y cuando las condiciones de trabajo cambian.



Tabla 1



Cuando se realizan varias tareas de la Tabla 1 cuya duración combinada es superior a 4 horas, se debe utilizar la protección respiratoria especificada en la columna > 4 horas / turno para cada tarea respectiva. La Tabla 1 se origina en 29 CFR 1926.1153 (c) (1).



Tabla 1: Métodos específicos de control de exposición cuando se trabaja con materiales que contienen sílice cristalina			
Equipo / Tarea	Métodos de control de prácticas de ingeniería y trabajo	Protección respiratoria requerida y Factor de Protección Mínimo Asignado (FPA)	
		≤ 4 horas / turno	≥ 4 horas / turno
<p>(i) Sierras de mampostería estacionarias</p> <p>(i) Stationary masonry saws</p> 	<p>Utilice sierra equipada con sistema de suministro de agua integrado que alimenta continuamente agua a la cuchilla.</p> <p>Operar y mantener la herramienta de acuerdo con las instrucciones del fabricante para minimizar las emisiones de polvo.</p>	Ninguna	Ninguna
<p>(ii) Sierras de mano (cualquier diámetro de la hoja)</p> <p>(ii) Handheld power saws (any blade diameter)</p> 	<p>Utilice una sierra equipada con un sistema integrado de suministro de agua que alimenta continuamente agua a la cuchilla. Utilice y mantenga la herramienta de acuerdo con las instrucciones del fabricante para minimizar las emisiones de polvo.</p> <ul style="list-style-type: none"> Cuando se usa al aire libre. Cuando se usa en interiores o en un área cerrada. 	<p>Ninguna</p> <p>FPA 10</p>	<p>FPA 10</p> <p>FPA 10</p>



<p>(iii) Sierras eléctricas portátiles para tablero de fibrocemento de corte (con diámetro de la hoja de 8 pulgadas o Menos)</p> <p>(iii) Handheld power saws for cutting fiber-cement board (with blade diameter of 8 inches or less)</p> 	<p>Para tareas realizadas sólo al aire libre:</p> <p>Utilice una sierra equipada con un sistema de recogida de polvo disponible en el comercio.</p> <p>Operar y mantener la herramienta de acuerdo con las instrucciones del fabricante para minimizar las emisiones de polvo.</p> <p>El colector de polvo debe proporcionar el flujo de aire recomendado por el fabricante de la herramienta o mayor y tener un filtro con un 99% o más de eficiencia.</p>	<p>Ninguna</p>	<p>Ninguna</p>
<p>(iv) Sierras de marcha atrás.</p> <p>(iv) Walk-behind saws.</p> 	<p>Utilice sierra equipada con sistema de suministro de agua integrado que alimenta continuamente agua a la cuchilla.</p> <p>Operar y mantener la herramienta de acuerdo con las instrucciones del fabricante para minimizar las emisiones de polvo:</p> <ul style="list-style-type: none"> • Cuando se usa al aire libre. • Cuando se usa en interiores o en un área cerrada 	<p>Ninguna</p> <p>FPA 10</p>	<p>Ninguna</p> <p>FPA 10</p>
<p>(v) Sierras conductoras</p> <p>(v) Drivable saws</p> 	<p>Para tareas realizadas sólo al aire libre:</p> <p>Utilice sierra equipada con sistema de suministro de agua integrado que alimenta continuamente agua a la cuchilla.</p> <p>Operar y mantener la herramienta de acuerdo con las instrucciones del fabricante para minimizar las emisiones de polvo.</p>	<p>Ninguna</p>	<p>Ninguna</p>

<p>(vi) Sierras de núcleo montadas en plataforma y Taladros</p> <p>(vi) Rig-mounted core saws or drills</p> 	<p>Utilice una herramienta equipada con un sistema integrado de suministro de agua que suministre agua a la superficie de corte.</p> <p>Operar y mantener la herramienta de acuerdo con las instrucciones del fabricante para minimizar las emisiones de polvo.</p>	<p>Ninguna</p>	<p>Ninguna</p>
<p>(vii) Taladros portátiles y montados en pie (incluidos los taladros de impacto y martillo rotativo)</p> <p>(vii) Handheld and stand-mounted drills (including impact and rotary hammer drills)</p> 	<p>Utilice taladro equipada con las cubiertas disponibles comercialmente o carenado con el sistema de recolección de polvo.</p> <p>Operar y mantener la herramienta de acuerdo con las instrucciones del fabricante para minimizar las emisiones de polvo.</p> <p>El colector de polvo debe proporcionar el flujo de aire recomendado por el fabricante de la herramienta, o superior, y tener un filtro con un 99% o más de eficiencia y un mecanismo de limpieza del filtro</p> <p>Utilice una aspiradora filtrada por HEPA para limpiar agujeros.</p>	<p>Ninguna</p>	<p>Ninguna</p>
<p>(viii) Plataformas de perforación para hormigón</p> <p>(viii) Dowel drilling rigs for concrete</p> 	<p>Para tareas realizadas sólo al aire libre:</p> <p>Utilice la envoltura alrededor de la broca con un sistema de recogida de polvo. El colector de polvo debe tener un filtro con una eficiencia del 99% o mayor y un mecanismo de limpieza del filtro.</p> <p>Utilice una aspiradora filtrada por HEPA para limpiar agujeros</p>	<p>FPA 10</p>	<p>FPA 10</p>
<p>(ix) Plataformas de perforación montadas</p>	<p>Utilizar el sistema de recolección de polvo con una estrecha campana</p>	<p>Ninguna</p>	<p>Ninguna</p>

<p>en vehículos para roca y hormigón</p> <p>(ix) Vehicle-mounted drilling rigs for rock and concrete</p> 	<p>captura o cubierta alrededor de la broca con un bajo flujo de pulverización de agua para humedecer el polvo en el punto de descarga del colector depolvo.</p> <p>O</p> <p>Opere desde dentro de una cabina cerrada y use agua para suprimir el polvo en la broca.</p>	<p>Ninguna</p>	<p>Ninguna</p>
<p>(x) Martillos neumáticos y herramientas de astillado de mano</p> <p>(x) Jackhammers and handheld powered chipping tools</p> 	<p>Utilice una herramienta con un sistema de suministro de agua que suministre una corriente continua o un chorro de agua en el punto de impacto:</p> <ul style="list-style-type: none"> ❖ Cuando se usa al aire libre. ❖ Cuando se usa en interiores o en un área cerrada. <p>O</p> <p>Utilice una herramienta equipada con un sistema de recogida de polvo y colector disponible en el mercado.</p> <p>Operar y mantener la herramienta de acuerdo con las instrucciones del fabricante para minimizar las emisiones de polvo.</p> <p>El colector de polvo debe proporcionar el flujo de aire recomendado por el fabricante de la herramienta o mayor y tener un filtro con un 99% o más de eficiencia y un mecanismo de limpieza del filtro:</p> <ul style="list-style-type: none"> ❖ Cuando se usa al aire libre ❖ Cuando se usa en interiores o en un área cerrada 	<p>Ninguna</p> <p>AFP 10</p> <p>Ninguna</p> <p>AFP 10</p>	<p>AFP 10</p> <p>AFP 10</p> <p>AFP 10</p> <p>AFP 10</p>
<p>(xi) Graneadora para la eliminación de mortero (es decir, colocación de punteado)</p>	<p>Utilice una graneadora equipada con un sistema de protección y recolección de polvo disponible en el mercado</p>	<p>AFP 10</p>	<p>AFP 25</p>

<p>(xi) Handheld grinders for mortar removal (i.e., tuck-pointing)</p> 	<p>Operar y mantener la herramienta de acuerdo con las instrucciones del fabricante para minimizar las emisiones de polvo.</p> <p>El colector de polvo debe proporcionar 25 pies cúbicos por minuto (cfm) o más de flujo de aire por pulgada de diámetro de rueda y tener un filtro con 99% o más de eficiencia y un pre-separador ciclónico o mecanismo de limpieza de filtro.</p>		
<p>(xii) Graneadoras de mano para usos distintos de la eliminación de mortero</p> <p>(xii) Handheld grinders for uses other than mortar removal.</p> 	<p>Para tareas realizadas sólo al aire libre:</p> <p>Utilice una graneadora equipada con un sistema integrado de suministro de agua que alimenta continuamente agua a la superficie de molienda.</p> <p>Operar y mantener la herramienta de acuerdo con las instrucciones del fabricante para minimizar las emisiones de polvo.</p> <p>O</p> <p>Utilice un triturador equipado con un sistema de protección y recolección de polvo disponible en el mercado. Operar y mantener la herramienta de acuerdo con las instrucciones del fabricante para minimizar las emisiones de polvo.</p> <p>El colector de polvo debe proporcionar 25 pies cúbicos por minuto (cfm) o más de flujo de aire por pulgada de diámetro de rueda y tener un filtro con un 99% o más de eficiencia y un pre-separador ciclónico o mecanismo de limpieza de filtro:</p> <ul style="list-style-type: none"> ❖ Cuando se usa al aire libre. ❖ Cuando se usa en interiores o en un área cerrada. 	<p>Ninguna</p> <p>Ninguna</p> <p>Ninguna</p> <p>Ninguna</p>	<p>Ninguna</p> <p>Ninguna</p> <p>APF 10</p>
<p>(xiii) Maquinas Fresadoras y rectificadoras de piso</p> <p>(xiii) Walk-behind milling machines and floorgrinders</p>	<p>Use una máquina equipada con un sistema integrado de suministro de agua que alimenta continuamente agua a la superficie de corte.</p>	<p>Ninguna</p>	<p>Ninguna</p>

	<p>Operar y mantener la herramienta de acuerdo con las instrucciones del fabricante para minimizar las emisiones depolvo.</p> <p>O</p> <p>Utilizar una máquina equipada con sistema de recogida de polvo recomendado por el fabricante</p> <p>Operar y mantener la herramienta de acuerdo con las instrucciones del fabricante para minimizar las emisiones depolvo.</p> <p>El colector de polvo debe proporcionar el flujo de aire recomendado por el fabricante, o mayor, y tener un filtro con un 99% o más de eficiencia y un mecanismo de limpieza del filtro.</p> <p>Cuando se usa en interiores o en un área cerrada, use un vacío filtrado con HEPA para eliminar el polvo suelto entre pasadas.</p>	<p>Ninguna</p>	<p>Ninguna</p>
<p>(xiv) Pequeño fresado manejable máquinas (menos de la mitad de carril)</p> <p>(xiv) Small drivable milling machines (less than half-lane)</p> 	<p>Use una máquina equipada con aerosoles de agua suplementarios diseñados para suprimir el polvo. El agua debe combinarse con un tensioactivo.</p> <p>Operar y mantener la máquina para minimizar las emisiones de polvo.</p>	<p>Ninguna</p>	<p>Ninguna</p>
<p>(xv) Gran fresado manejable máquinas (medias carriles y más grandes)</p> <p>(xv) Large drivable milling machines (half-lane and larger)</p>	<ul style="list-style-type: none"> • Para cortes de cualquier profundidad solamente en asfalto: <p>Utilice una máquina equipada con ventilación de escape en el tambor y rociadores de agua</p>	<p>Ninguna</p>	<p>Ninguna</p>

<p>(xvii) Heavy equipment and utility vehicles used to abrade or fracture silica-containing materials (e.g., hoe-ramming, rock ripping) or used during demolition activities involving silica-containing materials.</p> 	<p>las emisiones de polvo.</p>		
<p>(xviii) Equipos pesados y vehículos utilitarios para tareas como la clasificación y excavación, pero sin incluir: Demolición, abrasión o fracturado de materiales que contienen sílice.</p> <p>(xviii) Heavy equipment and utility vehicles for tasks such as grading and excavating but not including demolishing, abrading, or fracturing silica-containing materials.</p> 	<p>Aplique agua y / o supresores de polvo según sea necesario para minimizar las emisiones de polvo.</p> <p>O</p> <p>Cuando el operador del equipo es el único empleado que participa en la tarea, haga funcionar el equipo desde una cabina cerrada.</p>	<p>Ninguna</p> <p>Ninguna</p>	<p>Ninguna</p> <p>Ninguna</p>



STOP WORK ORDER

DATE: _____ TIME: _____

CONTRACTOR: _____

FLINTCO PROJECT #: _____

DESCRIPTION OF SAFETY VIOLATION(S): _____

NUMBER OF PHOTOS TAKEN: _____

FLINTCO'S REPRESENTATIVE: _____

SUBCONTRACTOR'S REPRESENTATIVE: _____

CORRECTIVE ACTION TAKEN

START WORK ORDER

DATE: _____ TIME: _____

FLINTCO REPRESENTATIVE: _____

SUBCONTRACTOR'S REPRESENTATIVE: _____



STRETCH AND FLEX PROGRAM

An on site stretching program should encourage all employees to participate. Participation in the stretching programs should be conducted during the morning safety briefing. The stretch and flex component should not exceed 10 minutes. Employees should exercise judgment to the extent that their physical capabilities allow and they should not perform motions that may aggravate previous injuries or other physical conditions. A discussion with your medical provider is highly recommended before participating in any stretch & flex program.

Initially, your safety manager should conduct an introduction to the program and overview of strains and sprains. Subsequently, a designated volunteer should then lead the daily stretching program, at the start of the shift, by using the examples provided below. As mentioned above, the stretching should not exceed 10 minutes, and will typically last 5-10 minutes. During any of the stretch & flex exercises, you should never bounce or have quick movements. Only stretch to a point of mild tension.

Introduction

The stretches diagramed on the subsequent page, can prepare the body for everyday work stresses. This is done through stretching and strengthening the specific muscles that are commonly associated with strains and sprains. If performed correctly and regularly, these exercises may reduce the incidences of muscle strain and sprains.

Stretching is important in maintaining the muscle's pliability and length. When a muscle shortens, the ability to perform a task involving that muscle decreases which can then increase the risk of injury. This is especially noticeable in the low back region. Tightness of the upper back, lower back, hamstrings, and calves can increase the risk of pain and injury to the spine. Maintaining the muscle's proper length and pliability allows the body to maintain the proper biomechanical position and decreases the possibility for injury. Stretches should be performed slowly and deliberately.

Stretch, do not bounce, until mild tension is felt. Hold the stretch position 15 to 30 seconds. Then relax. Repeat stretches on the opposite side. You may choose to repeat the same stretch two or three times. All movements are gently but progressively increased. Remember "No quick or bouncy movements"! Be as relaxed as possible. It is easier to stretch and strengthen a relaxed muscle versus a tight one. Stretch until you feel mild tension. Never take a stretch past the point of tension strain or pain.

Daily Stretch Routine

Hold for 15-30 seconds - Repeat each side

Neck Stretch

- Tilt head sideways without twisting the neck.
- Using your hand, reach across head and move ear toward shoulder,
- Do not pull head, use weight of arm alone.
- Extend other arm.



Thigh Stretch (Quadriceps)

- Lift one leg and grasp with your arm.
- Pull up on leg at ankle to stretch thigh.
- Maintain balance by extending your opposite arm sideways.



Calf Stretch

- Get into a lunge position bending the back knee.
- Lift toes on your front leg and grasp them with your hand.



Stretches inner thigh, groin

- Stand with feet pointed straight ahead, a little more than shoulder-width apart.
- Bend right knee slightly and move left hip downward toward right knee.



Chest Pull

- Lace fingers together behind your back.
- Roll shoulders back while pulling hands back a few inches behind your back.



Forearms and Wrist Stretch

- Extend one arm forward keeping the elbow straight.
- Bend the wrist upward, and use the other hand to gently pull fingers back toward you, stretching the muscles in the bottom of your forearm and wrist.
- Then release and bend the same wrist downward, gently pulling it down and toward you.



Shoulder and Back of Upper Arm Stretch

- Stand and place right hand on left shoulder.
- With left hand, pull right elbow across chest toward left shoulder and hold.



Lower Back

- Stand upright with your feet shoulder width apart.
- Twist and lean forward to touch your toe with opposite hand.
- Extend other arm up into the air behind you.



Only stretch to the point of mild tension. No quick or bouncy movements!



Visitors General Release

Project Name _____

Location _____

Construction Manager _____

Project Owner _____

On behalf of FLINTCO, LLC we welcome you to the project. As you know, a construction project can be dangerous and hazardous to employees and visitors. FLINTCO, LLC is willing to allow you to visit the Project but only under the conditions that you obey the directions and instructions of FLINTCO, LLC personnel, that you observe and follow all safety procedures (including any warning signs or safety instructions posted on or about the premises) and that you execute this release.

Therefore, in consideration of the permission granted by FLINTCO, LLC for you to visit the Project, you hereby waive, release, hold harmless and forever discharge the Owner, FLINTCO, LLC and its trade partners, and their agents and employees (the "Released Parties"), from all claims which you, or your heirs, executors or administrators, shall or may have, because of bodily injury to, or death of you or damage to your property resulting from any act or omission of the Released Parties.

You also agree to indemnify, defend and hold harmless the Released Parties for any bodily injury to, or death of others or damage to other property caused by your acts or omissions while visiting the Project. You are not agreeing, however, to release the Released Parties from their gross negligence.

Agreed to this _____ day of _____, 20____

Witness

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

PROJECT:

APPLICATION NO: 0000

Distribution to:

FROM CONTRACTOR:

VIA CONSTRUCTION
MANAGER:

PERIOD TO: -
CONTRACT REF.:
JOB NUM.:

VIA ARCHITECT:

CONTRACT DATE:

- OWNER
- ARCHITECT
- CONTRACTOR
- CONST MGR
- FIELD

CONTRACT FOR:

PROJECT NOS:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM

CONTRACTOR: _____

2. Net change by Change Orders

By: _____

Date: 1/10/2011

3. CONTRACT SUM TO DATE (Line 1 -
(Column G on G703) & STORED TO DATE

State of: _____
County of: _____

5. RETAINAGE:

a. 0 % of Completed Work (Columns D + E on G703) \$0.00

b. % of Stored Material (Columns F on G703) \$0.00

Total Retainage (Line 5a + 5b or Total in Columns I on G703) \$0.00

6. TOTAL EARNED LESS RETAINAGE

\$0.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$0.00

8. CURRENT PAYMENT DUE

\$0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$0.00

AMOUNT CERTIFIED \$0.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT: *(NOTE: If multiple Prime Contractors are responsible for performing portions of Project, the Architect's Certification is not required.)*

By: _____ Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00001

PERIOD TO: 12/31/2010

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				



AIA DOCUMENT G703 • APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.
 "This document has been reproduced electronically with the permission of The American Institute of Architects under License 97003 to Primavera Systems, Inc. Reproduction of this document without project-specific information is not permitted. Contact The American Institute of Architects to verify the current version of this document and license status."

G703-1992

**UNCONDITIONAL RELEASE AND
WAIVER OF CLAIM
(By Furnisher of Materials/Services to Subcontractor)**

The undersigned, ("Furnisher"), has under an agreement or arrangement with _____ (**Subcontractor**), furnished certain materials, equipment, services, or labor in connection with the construction of ("Project") which is being built for ("**Owner**") pursuant to Owner's agreement with **Flintco, LLC** ("**Contractor**"). Furnisher hereby represents, warrants, and acknowledges to Contractor that Furnisher has been paid in full all amounts due and owed to it arising out of or in connection with its furnishing of materials, equipment, services or labor in connection with the Project for all just and proper **debt from beginning of the project to a date not later than 45 days preceding the date on this waiver of claims.**

Furnisher further represents that all employees, laborers, materialmen, and subcontractors employed by Furnisher in connection with the Project and all bills for materials, equipment, services, or labor provided by others to Furnisher in connection with construction of improvements for the Project have been fully paid and that no obligations, legal, equitable, or otherwise, are owed by Furnisher in connection with its work on the Project. With respect to these representations and warranties, Furnisher does hereby agree to indemnify and hold harmless Contractor, its payment and performance bond surety, if any, Owner, and any others against whom a claim is asserted by virtue of involvement or relationship with them, from any and all claims, damages, losses, expenses, and the like incurred by reason of any claim that Furnisher has not fully paid for all materials, equipment, services, labor, or other expenses incurred in connection with its work on the Project, including reasonable attorneys' fees, court or arbitration costs, and expert witness and consultant fees expended in connection with the defense of may such indemnified claim.

Furnisher does hereby waive, release, and relinquish any and all claims, damages, losses, expenses, and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which furnisher has now, or may have had, against Contractor, Owner, or Owner's property arising out its furnishing of materials, equipment, services, or labor to Subcontractor in connection with the Project. Furthermore, Furnisher understands and acknowledges that Contractor is relying upon the representations made herein as a material inducement for Contractor to make payments to Subcontractor as the same may become due.

Furnisher hereby acknowledges that it is giving the forgoing Release and Waiver, and making the forgoing representations and warranties, for the purpose of inducing Contractor to make payment to Furnisher, Subcontractor, or other third parties to which Furnisher, Subcontractor, or other third parties to which Furnisher desires payments to be made. In consideration of the payments made by Contractor in reliance in Furnisher's agreements contained herein, Furnisher assigns to Contractor all right, title, any interest which it has or may have in any claim it may have against Subcontractor arising on the Project and agrees that Contractor may take any action it deems necessary to collect such claim against Subcontractor.

This Release and Waiver is freely and voluntarily given and the undersigned acknowledges, warrants, and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Final Release and Waiver, and that it has voluntarily chosen to accept the terms and conditions of this Final Release and Waiver in return for the consideration recited above.

IN WITNESS WHEREOF, on behalf of the undersigned, with full authority, I have executed this instrument under seal effective

this _____ day of _____, 201__

Supplier / Furnisher of Services and or Materials

_____(Seal)

By: _____(Signature)

STATE OF _____

_____(Typed)

NOTARY SEAL

COUNTY OF _____

Its: _____(Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ **DAY OF** _____ **201__**

MY COMMISSION EXPRIES: _____

**FINAL WAIVER AND RELEASE BY
SUBCONTRACTOR/SUPPLIER**

For and in consideration (and contingent upon receipt) of the payment of \$ _____ for all costs for the and for other good
TOTAL OPEN AMOUNT

and valuable consideration the sufficiency of which is hereby acknowledged, the undersigned does hereby waive, release and relinquish any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which the undersigned has now, may have had or may have in the future, arising out of the performance of work or the furnishing of labor or material by the undersigned pursuant to a subcontract of purchase order with **Flintco, LLC**. in connection with construction of.

Use of the term **Flintco, LLC**. shall be deemed to mean and refer to **Flintco, LLC**. and its agents, representatives, employees, directors, and all others acting on their behalf.

The Waiver and Release, applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interference and the like which have occurred, or may be claimed to have occurred, prior to the date of this Waiver and Release, whether or not known to the undersigned.

This Waiver and Release, is intended to apply to and protect **Flintco, LLC's** payment and performance bond surety, if any, as well as anyone against whom a claim is asserted by virtue of involvement or relationship with **Flintco, LLC**, the Owner, or the surety in connection with any claim, demand, lien, claim for relief, cause of action and the like waived, released and relinquished by the terms of this Waiver and Release.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges, warrants and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above.

The undersigned further represents that all of its obligations-legal, equitable or otherwise-related to or arising out of its work on the Project have been fully paid and satisfied including, but not limited to, the following:

- Employees, laborers, materialmen and subcontractors employed by the undersigned.
- Labor, materials, equipment and suppliers, furnished by others to the undersigned, and
- Sales and use taxes, social security taxes, income tax withholding, unemployment insurance obligations, privilege taxes, license fees, and any other taxes and obligations imposed by governmental authorities.

With respect to the forgoing representations and warranties, the undersigned does hereby agree to indemnify and hold harmless **Flintco, LLC**, its payment and performance bond surety, if any, the Owner and any others against whom a claim is asserted by virtue of involvement of relationship with them, from any and all claims, damages, losses expenses and the like, including legal expenses and attorney's fees incurred by reason of any claim that the undersigned has not fully paid for all labor, materials and expenses incurred in connection with its work on the project.

The undersigned further agrees that making and receipt of payment and execution of this Waiver and Release shall in no way release the Undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work and any other obligations of the undersigned to **Flintco, LLC** Moreover, if the undersigned has furnished a bond in connection with the performance of its work, the surety for the undersigned does hereby consent to and agree to be bound by the terms and conditions of this Waiver and Release and does hereby agree to guarantee the performance of the undersigned with respect to each and every terms and conditions of this Waiver and Release and to continue in effect the obligations assumed with respect to the original subcontract or purchase order between the undersigned and **Flintco, LLC**

IN WITNESS WHEREOF, on behalf of the undersigned, with full authority, I have executed this instrument under seal

this _____ day of _____ 201__

STATE OF _____

COUNTY OF _____

FOR SUBCONTRACTOR/SUPPLIER:

Company Name : _____

By: _____

Signature

Printed Name/Title

Sworn to and subscribed before me this _____ day of _____, 201__

Notary Public

Commission Expires: _____

Attest: _____

Date: _____

For Surety (if bonded) Not Applicable X _____

Surety Name: _____ N/A _____

By: _____ N/A _____

EMAIL Jill Lingle:
 jlingle@flintco.com
 FAX: 877-504-8349

Flintco, LLC
P.O. Box 490
Tulsa, Ok 74101-0490

918-587-8451 or
 1-800-947-2828

SUBCONTRACTOR/SUPPLIER CERTIFICATION

Company Name:			
Mailing Address:			
City, State, Zip:			
Phone:	Fax:	Federal Tax Id#	
Contact Person & Title:			

EMAIL &/or Website:	Major NAICS Code: (REQUIRED)
--------------------------------	-------------------------------------

Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>
---	---	---

Business Classification: (REQUIRED) (See Definitions)	Large <input type="checkbox"/>	Small <input type="checkbox"/>	Small - Woman Owned: <input type="checkbox"/>
--	---------------------------------------	---------------------------------------	--

Small Disadvantaged Business (SDB) Or 8(a) Firm <input type="checkbox"/> YES NOTE: You must be certified by the Small Business Administration to be included in our statistics as a Small Disadvantaged Business (SDB). Please attach a copy of your SBA certification with this form	HubZone Small Business <input type="checkbox"/> YES NOTE: You must be certified by the Small Business Administration to be included in our statistics as a HubZone business. Please attach a copy of your SBA certification with this form
--	---

CSI Code: Please indicate the CSI Division Codes/Scope of work for your organization

Division – 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

Minority Business: Company is at least 51% owned, controlled, and actively managed by: (check all applicable boxes)

- Historically Black Colleges & Universities (HBCU) & Minority Institutions (MI)
- Black American
- Native American (American Indian, Eskimo, Aleut & Native Hawaiian)
- Hispanic American
- Asian-Pacific American (Includes Orientals)
- Subcontinent Asian American (Bangladesh, India, Pakistan, Sri Lanka, Bhutan or Nepal)
- Other Minority (explain): _____

OTHER CERTIFICATIONS: Please attach a copy: City County State Other

Veteran Business – Veteran must have served at minimum 180 days active duty. Company is at least 51% owned, controlled, and actively managed by veteran.

Veteran Service Disabled Veteran

Describe products or services provided:

Notice: Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of the Federal law that specifically references section 8(d) for a definition of program eligibility, shall: (1) be punished by imposition of fine, imprisonment, or both; (2) be subject to administrative remedies, including suspension and debarment; and (3) be ineligible for participation in programs conducted under the authority of the Act. (End of provision).

Signature of Company Officer:	Title:	Date:
--------------------------------------	---------------	--------------

DEFINITIONS

(NAICS) Code (North American Industrial Classification System): The Small Business Administration (SBA) has amended its size regulations by establishing a **new** table of small business size standards for industries, as the North American Industry Classification System (**NAICS**). The new size standards became **effective beginning with Fiscal Year 2001, which began October 1, 2000**. The SBA has determined that (NAICS) is a better description of industries in the U.S. economy than the Standard Industrial Classification system (SIC). **Effective October 1, 2000 please list your (NAICS) code in place of the old (SIC) code.**

TO FIND YOUR (NAICS) CODE LOG ONTO www.naics.com. Click the button on the top left of the screen that reads: **NAICS to SIC, SIC to NAICS**. From Table (2), select the category that best describes your business. From the screen that opens (1987 SCI codes matched to 1997 NAICS codes, Major Group 2digits), again narrow your search by selecting the category that best describes your type of business. Your selection will open an SIC/NAICS conversion chart. Identify your type of business and the appropriate NAICS code

SMALL BUSINESS: "Small business concern means a concern, including its affiliates, that is Independently owned and operated, not dominant in the field of operation in which it is bidding. Please refer to the Table of Small Business Size Standards for clarification on factors used to determine "size" for all industries. Summary is attached for general information. (www.sba.gov/size/sizetable2002.html)

SMALL DISADVANTAGED BUSINESS: A small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged. This can include a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and whose management and daily business is controlled by one or more such individuals. Participants in the 8(a) Business Development Program through the SBA are certified as "SDB" firms. **SDB's must be certified through the SBA. Contact your local Small Business Administration Office for detailed information.**

HUBZone: A small business meets **all** of the following criteria to qualify for the Hubzone program:

- it **must** be located in a "historically underutilized business zone,"
 - it **must** be owned and controlled by one or more U.S. Citizens, and
 - at least 35% of its employees **must** reside in a HUB Zone.
- Located in one or more of the following:
- a qualified census tract (as defined in section 42(d)(5)(C)(i)(I) of the Internal Revenue Code of 1986);
 - a qualified "non-metropolitan county" (as defined in section 143(k)(2)(B) of the Internal Revenue Code of 1986) with a median household income of less than 80 percent of the State median household income or with an unemployment rate of not less than 140 percent of the statewide average, based on U.S. Department of Labor recent data; or
 - lands within the boundaries of federally recognized Indian reservations.

HubZone's must be certified annually through the SBA.

Contact your local Small Business Administration Office for detailed information.

Summary of Small Business Size Standards

A Small Business is one that

- is organized for profit;
- has a place of business in the United States;
- makes a significant contribution to the U.S. economy by paying taxes or using American products, materials or labor; and,
- does not exceed the numerical size standard for its industry.

The business may be a sole proprietorship, partnership, corporation, or any other legal form.

There is an SBA small business size standard for every private sector industry in the U.S. Economy. SBA uses the North American Industry Classification System (NAICS) to identify the industries.

Size Standards (usually stated in number of employees or average annual receipts) represent the largest size that a business (including its subsidiaries and affiliates) may be to remain classified as a small business for SBA's programs and for Federal contracting programs.

SBA has several general Size Standards. A business in one of the following industry groups is small if it is not greater than the size standard indicated.

Industry Group	Size Standard
Manufacturing	500 employees
Wholesale Trade	100 employees
Agriculture	\$750,000
Retail Trade	\$6 million
General & Heavy Construction (except Dredging)	\$28.5 million
Dredging	\$17 million
Special Trade Contractors	\$12 million
Travel Agencies	\$3 million (commissions & other income)
Business and Personal Services Except:	\$6 million
<ul style="list-style-type: none"> • Architectural, Engineering, Surveying, and Mapping Services 	\$4 million
<ul style="list-style-type: none"> • Dry Cleaning and Carpet Cleaning Services 	\$4 million

Office of Size Standards
U.S. Small Business Administration
409 3rd St. , SW, Washington, DC 20416

Phone: (202) 205-6618
Fax: (202) 205-6390
E-mail: sizestandards@sba.gov

CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors or specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirements for Certifications of Nonsegregated Facilities.

Notification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

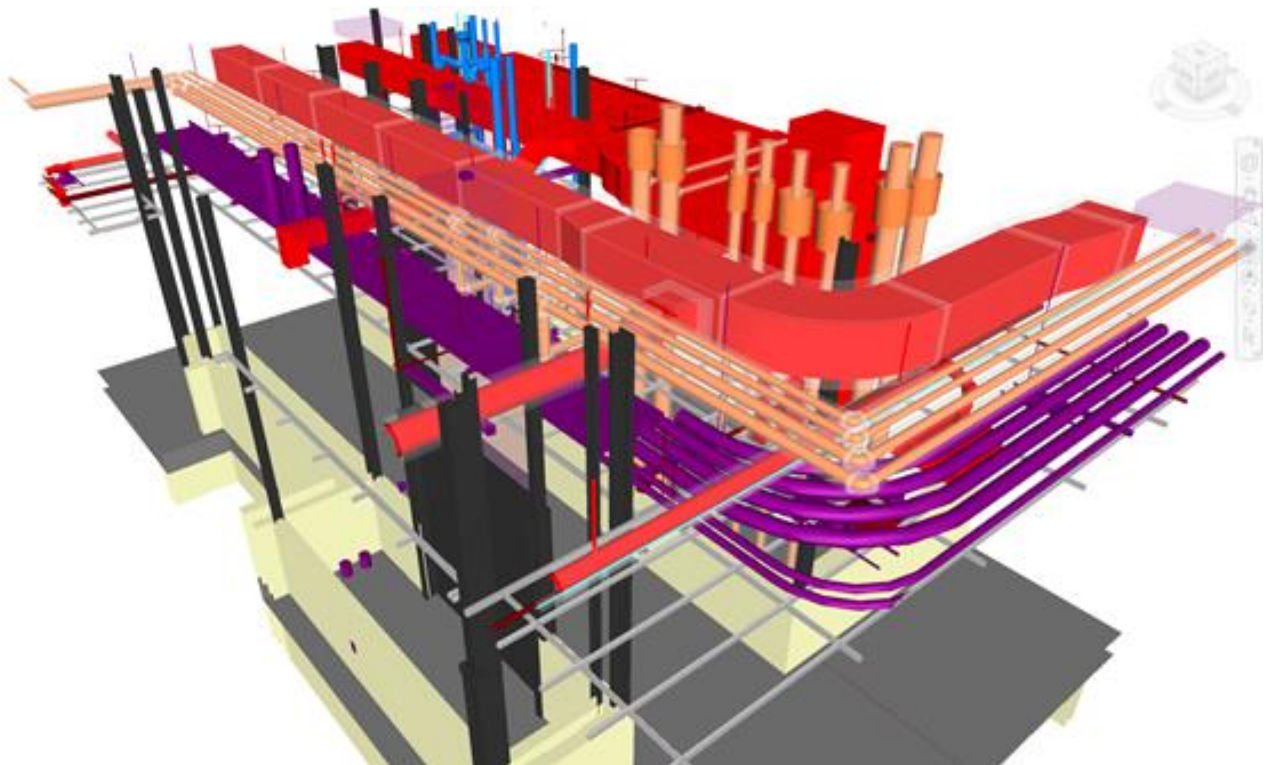
Firm Company Name
Signature of Authorized Representative
Name of Authorized Representative (Print or Type)
Title of Authorized Representative

Date of Execution: _____



BIM APPENDIX

A Bid Guideline for Building Information Model Coordination



Flintco BIM Appendix: A Bid Guideline for Building Information Model Coordination

Section 1. The Goals and Use of BIM

- a. Utilize 3D coordinated models to generate installation / fabrication drawings for the field.
 - b. Minimize field conflicts through BIM coordination and clash detection.
 - c. Increase prefabrication & field productivity.
 - d. Forecast construction sequence & phasing plans.
 - e. Communicate models to the entire team in the field.
- f. **As-built Model Requirement – Section F is specifically for Trades who participate in the BIM Coordination Process. If a trade receives this BIM Appendix, they are required to participate in the BIM Coordination process and will follow these guidelines.**
1. **As-built definition:** A means of documenting changes that occur Post BIM Coordination Sign-Off, that are either design related changes or construction related modifications. See F6 and F7 for descriptions of Design and Construction Changes.
 2. **Digital format As Built:** The following are the digital deliverable formats:
 - o Native BIM Model - 3d Revit. rvt is preferred or 3d AutoCAD .dwg, or .ifc format. Versions TBD.
 - o Coordination models - Navisworks .nwc or .nwd and 3d AutoCad .dwg format exported from your native models.
 - o Coordinated Shop Drawings - .pdf and 2d AutoCAD format.
 - o Shop Drawing log - .xls excel documenting all updates tied to revisions reflected in the models.
 3. **Accuracy and verification:** The accuracy should be verifiable utilizing a 360-degree photographic documentation cloud platform where visually the installed construction can be compared side by side to the 3d digital model. Visually the photos and the model should appear to be the same in contracted BIM content, equipment size, manufacturer provided accuracy, location, and zoned installation.
 4. **Trades are encouraged to educate their modeling personnel, their modeling vendors, and especially their field operations personnel on the gravity of this requirement.** Their decisions around this topic can affect the amount of risk each company is exposed to when meeting this As-built requirement. Any time or costs needed to maintain or produce as-builts during or after construction is the responsibility of each trade contractor. The perception of extra resources needed because of design changes needs to be addressed to the Flintco PM at the time of change.
 5. **Modeling personnel or vendors working on behalf of the Trades, are required to provide Flintco with fully up to date As-built models containing all field and design change modifications.** Each type of model update must represent design changes or field conducted deviation from the coordinated shop drawings, which are derived from the coordination model. The trade model files are required upon request or after a modification, and will include the authored native model, as well as the exported files used in the Navisworks Federated model.
 6. **Design changes** will certainly occur after substantial coordination sign off is executed and approved coordinated shop drawings are issued to the field for construction. Design changes may be issued by way of but not limited to RFI response, Proposal Requests, Manufacturer's information, ASI's, Shop Drawing Comments, and Construction Change Directives. Also, design changes directed to one trade may in turn affect another trade's scope of work, which would entail both needing to update their models.
 7. **Construction changes or deviations from the shop drawings may not be able to be avoided.** If this occurs, immediate communication must be conducted directly with the trade's modeling personnel to insure the most accurate as built of the deviation is recorded. Deviation conversations should be communicated to the Flintco superintendent, the Project Manager, and their VDC Manager so that team continuity, and coordination needed with other trades can be addressed if needed. Photographic documentation using the means described in F3 should be immediately recorded so that modeling personnel can better understand the deviations for record.
 8. **Waiting until the end of the project to update an as-built condition or a design change puts all construction parties at risk and is not acceptable.** Taking this approach promotes inaccuracies, risks potential retainage delays, and creates untimely reworking of the models while trying to close out the project. Therefore, design change conversations should be communicated to the Flintco superintendent, the Project Manager, and their VDC Manager so that project scope continuity, and coordination needed with other trades can be addressed during the entire process of construction.

Section 2. Trades adhering to BIM requirements.

- | | |
|--|--|
| <ul style="list-style-type: none">a. Mechanical Duct (Red)b. Mech Equip (Green)c. Mechanical Piping (Orange)d. Electrical (Purple)e. Plumbing Sewer, DW, Storm (Blue)f. Fire Protection (Dark Maroon)g. Structural Steel (Dark Charcoal Gray)h. Light Gage Framing (Dark Charcoal Gray)o. Data/Networking (Purple)p. Audio Visual (Purple)q. Framing Trusses (Charcoal Gray) | <ul style="list-style-type: none">i. Food Equipment (light Grey)j. Walk-in Coolers (White)k. Wood Structural Systems (Extra Dark Orange)l. Precast Concrete Structural Systems (Medium Grey)m. Irrigation Mains (Cyan)n. Pool Equipment Piping (Pink) |
|--|--|

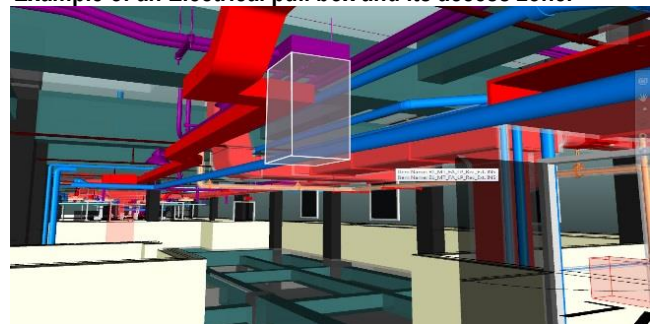
Section 3. Level of Development (LOD)

- a. Minimum Level of Development (LOD) 350 as described in the Associated General Contractors (AGC) LOD Specification [<https://bimforum.org/lof/>]. **Trades will model all access zones, clearances, maintenance zones, as well as all supports and hangers.** All model elements will represent their spatial volumes as actual size. Preferably an exact representation from the manufacturer's specific modeling libraries.
- b. **Design Models are to be used as a background or for reference only. Engineer models are the property of the design team and cannot be duplicated to represent a Trade Contractor's scope of work during the BIM coordination process. Nor can they be duplicated to represent a Trade Contractor's scope of work in the production of Coordinated Shop Drawings.**
- c. **The trades will use the rule of thumb that whatever they install or manage, they will draw and coordinate into the model.** If a trade removes an existing portion of the building, they will model the existing and new work for accurate coordination.
- d. Trades that do not model at the required LOD will be subject to moving their scope of work as needed for resolution in the field. **If trades that do not coordinate their entire scope of work in the BIM cause another trade to perform rework in the field, they will the trade absent from the BIM coordination is liable for the associated cost of the rework.**
- e. Space Constraints are areas needed for maintenance, installation, or access. These access zones need to be modeled as separate items that can be isolated by the BIM manager during clash detection. **They should contain a material or layer with the words "clearance," "access," "hangers," "insulation," "flex" in them. An acronym is acceptable but should remain consistent.**

Example of a VAV box and its access zone.



Example of an Electrical pull box and its access zone.



Ductwork – Red (LOD 350)

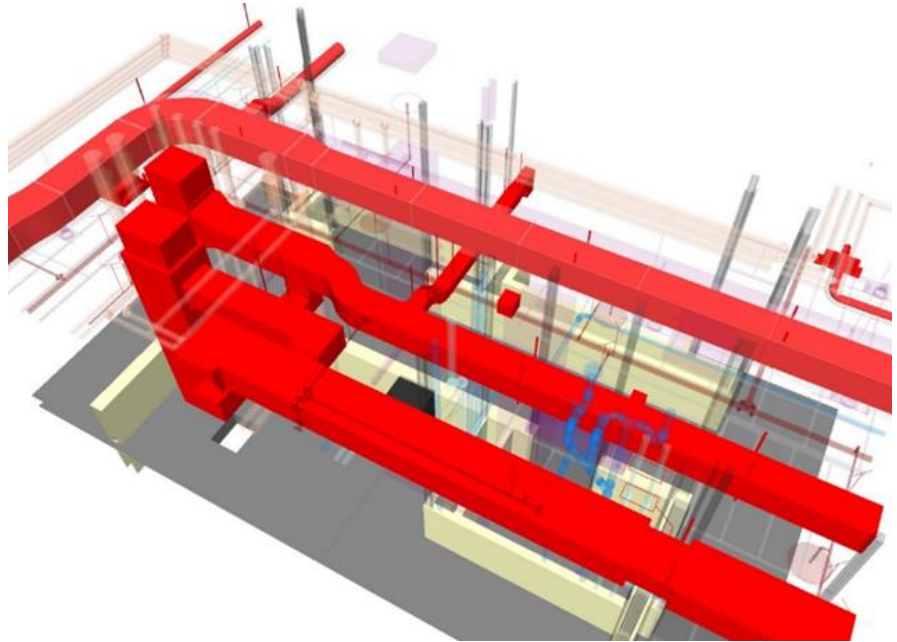
Noted Flintco's Appearance Profile Overrides

Elements (not limited to)

- All Ductwork – Red
- Equipment - Green
- VAV / terminal units - Green
- Equipment pads
- Work zones / clearances – Transparent Green
- Filter access – Transparent Green
- Flex duct - Red
- Insulation – Transparent White
- Flanges - Red
- Hangers / supports - Red
- Valves - Red
- Diffusers - Red
- Ceiling Access Panels - Red
- Inline blower Exhaust - Green

Systems (not limited to)

- Supply air - Red
- Return air - Red
- Exhaust air - Red
- Outside air – Red

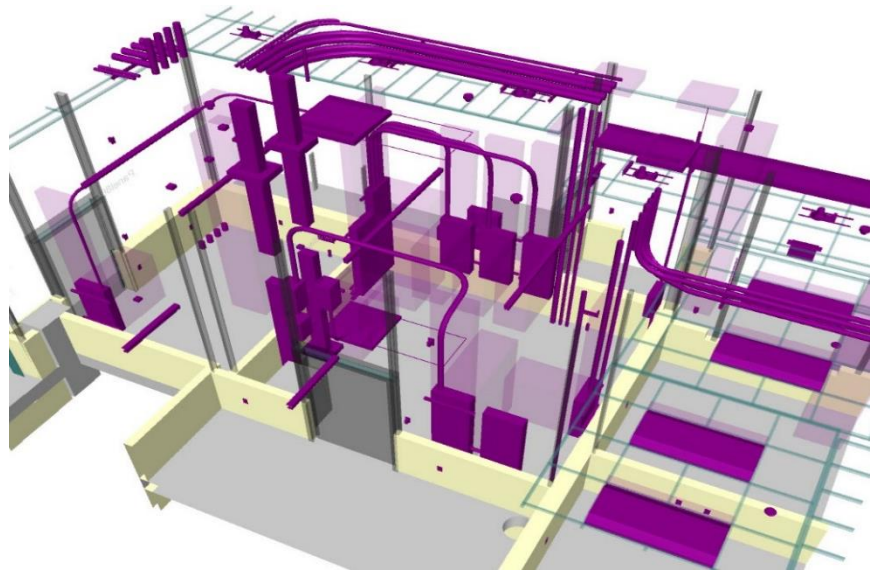


Electrical – Purple (LOD 350)

Noted Flintco's Appearance Profile Overrides

Elements (not limited to)

- Equipment
- Equipment pads
- Panels
- Cable tray
- Cable bus
- Bus duct
- Duct bank
- Conduit racks
- All Conduit $\geq \frac{3}{4}$ "
- Pull boxes
- J-boxes
- J-hooks
- Light fixtures
- Hangers / supports
- Audio visual equipment, routing & destination boxes
- Access Panels
- Receptacles
- Switches
- Alarm devices, panels & routing
- Control Panels & conduit for MEP Equipment
- Access and Clearance Zones – Transparent Purple
- All Underground
- All Slab Penetrations

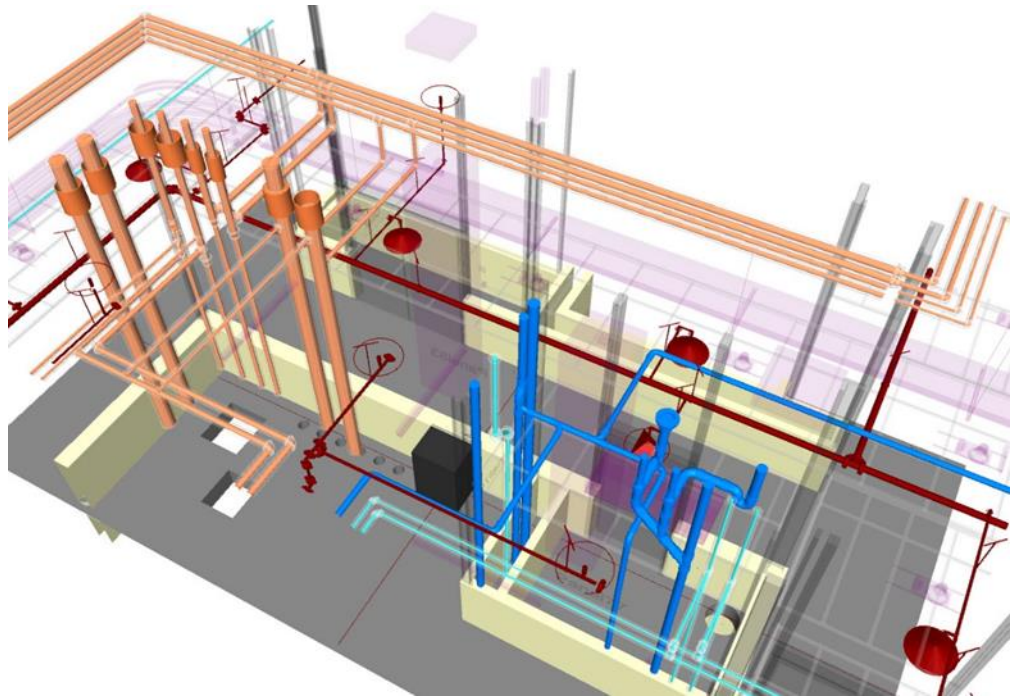


Plumbing Waste, Vent DW -Blue, Mechanical Piping – Orange, Fire Protection – Dark Maroon (LOD 350)

Noted Flintco's Appearance Profile Overrides

Elements (not limited to)

- Equipment
- Equipment pads
- Valves
- Fittings
- Fixtures
- Equipment
- Drains
- Caps
- Cleanouts
- Pipe slope
- Pipe insulation
- Hangers / supports
- Sprinkler Heads
- Sprinkler pipe
- Plumbing pipe
- Mechanical pipe
- Communication Panels
- Control panels
- Flow Meter Valve and Access Panel



Systems (not limited to)

- Domestic water
- Sanitary
- Vent
- Storm
- Medical or Natural Gas
- Heating Hot Water
- Chilled Water
- Steam
- Fuel
- Sprinkler
- Pneumatic
- All Underground
- All Slab Penetrations

Light Gage Framing & Ceilings [LOD 350]

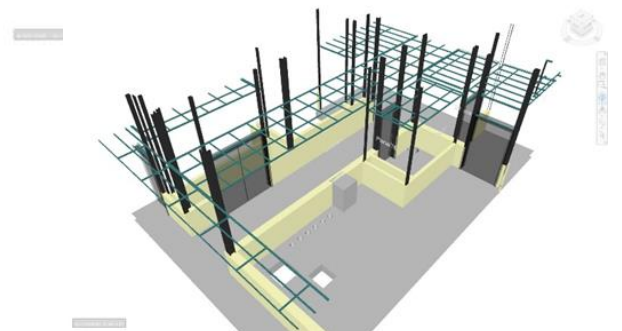
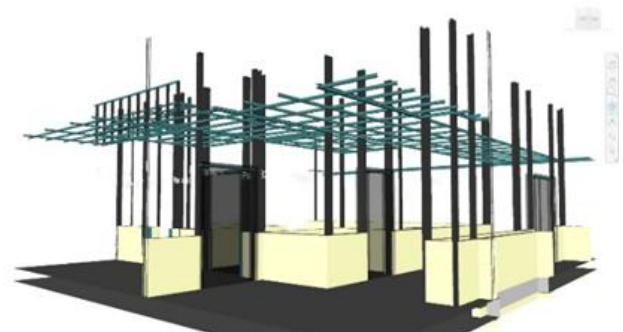
Noted Flintco's Appearance Profile Overrides

Elements (not limited to)

- Specialty ceilings
- Lay-in or Solid Ceiling Framing
- Rated enclosures Vertical or Horizontal
- Kickers on partial height walls, exterior walls, bulkheads, or soffits
- Structural load bearing walls

LOD 400 (not required)

- Strapping, Sheetrock
- Plywood, Clips, Anchors
- Studs between corners, Studs above headers
- Studs below Sills, Top and bottom track
- Corer studs, King studs Headers,
- Lintels, Critical studs, Load bearing studs



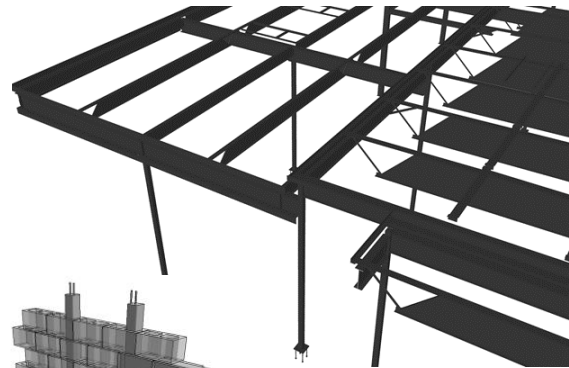
Structural Steel [LOD 350]

Elements [not limited to]

Structural framing (girder, beam, brace, channels, stringer etc)
Joists w/ cord extensions
Trusses- Including Webbing
Columns, Embeds, Plates (Cap, Gusset, Base, Bent)
Stiffeners, Structural Connections, Angles, Lintels
Anchors, Kickers/brace
Accessory Steel, Stair Assembly, Deck
Joist Webbing, Joist Bridging

LOD 400 [not required]

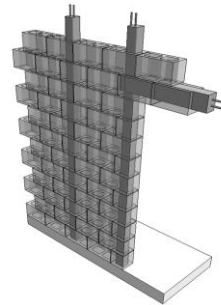
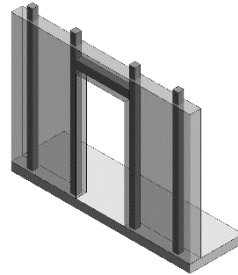
Welding
Fasteners



Masonry [LOD 350]

Elements [not limited to]

Bond beams,
Vertical or Horizontal grouted cells, Lintels,
Critical Structural Elements, Top of wall supports.



LOD 400 [not required]

Rebar, Masonry Units, Wall Ties, Flashing

Structural Wood, Glu-Lam or CLT [LOD 350]

Elements [not limited to]

Structural framing (girder, beam, brace, channels, stringer etc)
Sleeves, Holes, Inserts, Pass throughs, any engineered opening in Structure.
CLT joints
CLT void space floor supports.
Joists w/ cord extensions
Trusses- Including Webbing
Columns, Embeds, Plates (Cap, Gusset, Base, Bent)
Stiffeners, Structural Connections, Angles, Lintels
Anchors, Kickers/brace
Accessory Steel, Stair Assembly, Deck
Joist Webbing, Joist Bridging

LOD 400 [not required]

Welding
Fasteners

Precast Concrete Structure [LOD 350]

Elements [not limited to]

Structural framing (girder, beam, brace, channels, stringer etc)
Sleeves, Holes, Inserts, Pass throughs, any engineered opening in Structure.
Concrete bearing supports.
Joists w/ cord extensions
Trusses- Including Webbing
Columns, Embeds, Plates (Cap, Gusset, Base, Bent)
Stiffeners, Structural Connections, Angles, Lintels
Anchors, Kickers/brace
Accessory Steel, Stair Assembly, Deck
Joist Webbing, Joist Bridging

LOD 400 [not required]

Welding
Fasteners

Section 4. Trade Contractor BIM Roles and Responsibilities

- a. **Model coordination will be governed by the printed contract documents.** Trade contractors are responsible for the scope of work shown in their contract documents. Models must be verified back to the contract documents to be sure the contract scope is being installed and coordinated per design.
- b. Trades are required to actively participate, take notes, and redline their printed shop drawings during meetings. **It is suggested that trades run Navisworks Manage or a minimum of Navisworks Freedom on their laptops during a coordination meeting and toggle back to their drafting programs to make changes on their BIM models during the meetings as time allows.**
- c. **All trades are expected to coordinate their own scope of work prior to uploading their model to Flintco.** Flintco is not responsible for running clash detection within each trade's scope of work against itself.
- d. It is each trade's responsibility to coordinate their scope with other trades. Flintco will assist by running clash detection and leading coordination; however, **Flintco is just a facilitator and cannot be held responsible for undetected or unsolved clashes.** Flintco's BIM coordinator will review groups of clashes found with the team, and collectively, the trade contractors must give direction to the Flintco BIM coordinator on how or if they will resolve a clash.
- e. Trades will commit to make the agreed to changes documented in the federated model during or between coordination meetings.
- f. Produce Layout Shop Drawings for sleeves and overhead coordination work.
- g. **Core drilling is not permitted without prior written approval from the structural engineer.** RFI's are required for all core drilling.

Section 5. Flintco BIM Manager & Project BIM Coordinator Roles and Responsibilities

- a. Verified that all electronic documents on the shared workspace from the Design Team are current.
- b. Assembles component models and facilitates the use of the Federated Model for coordination meetings. The federated model will contain clash reports and annotated views for assisting with clash resolution.
- c. Facilitates BIM coordination meetings with Trade BIM Coordinators.
- d. Coordinates construction sequencing and scheduling activities with the project team and assures they are integrated with the Federated BIM.

Section 6. Trade Personnel required throughout BIM coordination process.

- a. The BIM Kick-off meeting: Immediately following subcontractor buyout, Flintco will require each designated trade's BIM Coordinator and Project Manager, or Job Foreman/Superintendent attend the BIM kickoff meeting.
- b. BIM Coordinators: Will attend every scheduled BIM meeting. They must be empowered to make coordination changes on the fly (additional personnel may be required if BIM coordinator cannot make decisions). **They are expected to understand the owner's requirements, the design, and their contract scope enough to recognize when cost implications affect the coordination. Cost implications must be brought to Flintco's attention in writing.** They must understand the governing building code requirements as trades will be responsible for meeting code no matter what direction is given during a coordination meeting.
- c. Project Manager / Job Foreman / Superintendent: Will be asked to attend the BIM kickoff meeting and two BIM coordination meetings. Attendance of additional meetings will be required as necessary to resolve areas of greater concern.

Section 7. BIM Coordination Process

Disclaimer: This is a guideline for coordination and should only be used as such. **Each trade should consider their own historical data to create, coordinate and maintain models, and produce shop drawings. Allow time to coordinate both inside and outside of the BIM meetings.**

a. Time Estimate:

Historically if a team “collaborates” well the coordination meeting process of a project will take on average the following amount of time:

1. 1 week for initial model creation. Work begins immediately following a BIM Kick Off Meeting.
2. 3-7 meetings/weeks (average) for UG coordination.
3. 6-12 meetings/weeks (average) for coordination of each unique Occupied floor.
4. 4-5 meetings/weeks for the Roof
5. The team will overlap coordination of each level by 2 weeks so that while one floor is finishing coordination during its last 2 weeks, the coordination of the next level will begin. This applies to the LVL01 and the Roof. The team can historically only coordinate effectively up to three unique floors at a time during a meeting/week.

b. Collaboration:

1. Staying engaged in coordination meetings
2. **Looking ahead to give quick constructive solutions to the clashes**
3. Being flexible
5. No stonewalling
6. Take ownership of recording the specific directions made by the team to the make agreed adjustments to the native models.

c. The primary **BIM coordination meetings will be conducted once a week and as needed up to twice a week** to meet the construction schedule (meetings will last up to 2 hours).

d. **Weekly uploads are required by every trade 1 day before each meeting at a specified day and time.**

e. Trades will notify all other trade BIM coordinators via email that a new model has been uploaded to Flintco’s server if uploads are made more frequently.

f. **Regardless of the schedule, clashes will not be left unresolved. Trades must commit to resolution of clashes.** Clashes to be fixed in the field will be approved by the trade and documented in the model as such by Flintco.

g. Trades will comply with Flintco’s construction and BIM schedule. Clashes requiring design team or owner input may take longer to resolve but the team will continue to coordinate in other areas that correlate to the CPM schedule so as not to delay the project or BIM process.

h. **After completion of the primary coordination process all changes will continue to be updated in native trade models monthly. Up to and including final conditions at project completion.**

Section 8. Trade BIM Non-Compliance:

First time-Flintco will issue a letter of non-compliance and state the reason for non-compliance.

Second time-Flintco may withhold a portion of the month’s payment.

Third time-Flintco may use withheld payment to pay another source to complete BIM for that trade.

Examples of Non-Compliance:

- a. Not uploading on time.
- b. Not resolving identified clashes each week. Trades who do not resolve clashes each week slow the whole team down and restrict further forward progress to completing the coordination.
- c. Not coordinating by not linking in all models available to avoid clashes with other trades. Content modeled in obvious conflict with another trade is considered failing to coordinate.
- d. Not constructively involved in BIM coordination meetings or not willing to offer adjustments after content is modeled.

Section 9. Best Practices Key to Successful BIM Coordination

- a. Constants (Structure, Walls, Ceilings, Lights, Conduits, are Primary Constants)
- b. Walls vs MEP Study (Design then Sub MEP against Parallel, Corners, Ends, or King studs)
- c. Pinch Points Identified: (Highest Ceilings & Lowest Structure)
- d. Zoning Diagrams Established: (Vertical and Horizontal Dedicated Zones for all Trades Relative to Constants)
- e. Scenarios Defined: (N/S & EW Corridors, Chases, etc.)
- f. Ceiling Types Delineated: (Equip Over Accessible Ceilings, Equip Over Hard Lids Need Access Panels)
- g. Design Constructability: (Will a design generate substantial amounts of RFI's?)
- h. Parallel vs Perpendicular (What can run perpendicular and what cannot run parallel?)
- i. Plans & Perspectives: (2d RCP, 2d Floor Plans, Circles identify high-level clash detection)
- j. Specialty Structure: (Extra Struct for: Bracing, Restroom stalls, Projectors, Screens, Specialty Lights, recessed slabs etc)
- k. 2d Plan Overlays: (Identify High Rise Projects Small or Large Delta's Between Each Floor, Focuses Team on Deltas Only)
- l. False Positives: (Document Tolerances, for Insulation and Clearances, etc)
- m. Parking Garages: (Drive Isle heights, Ambulance Access Height)
- n. Stairs: (+4' Wide Needs Sprinkler Pipe)
- o. Emergency Shut Offs: (Must Be Accessible)
- p. Approved Equipment Submittals: (Correct Information, for Coordination to be Final)

Section 10. Example of BIM Meeting Times and Location:

- a. Weekly Model Upload to Flintco's Egnyte Server - Wednesday, 4:00pm CST
- b. Weekly BIM Coordination meeting Via Zoom - Friday, 2:30PM am CST.
- c. Meeting Location and Remote Access: Zoom is Flintco's primary means of conducting meetings, until it becomes disruptive or unproductive, then face to face meetings will be required.

Section 11. Coordination Meeting Milestones: Use Section 7a guidelines for Time estimation. Milestones given in Kick Off.

Section 12. File Sharing & Communication:

- a. File Sharing: **Trades will upload weekly.**
 1. All participants are required to use the correct origin and follow Flintco's naming convention prior to uploading their model. Models and drawings shall be uploaded with the same name each time but add an underscore then date for that week's models.
 2. As updates are made, trades are required to download all other trade models and must reference them into their native models to avoid clashes with each other.
 3. Trades will use Procore. They will be given access to our public file structure (which includes RFI's, ASI's, and the current construction documents).
- b. Communication
 1. Immediately upon uploading a model it is the trade's responsibility to notify the entire BIM team via group email describing what was uploaded.
 2. When necessary, trades should communicate and conduct additional coordination with each other by phone, meetings, or webcasts outside the regularly scheduled coordination meetings to "Avoid" clashes with each other.
- c. **Navisworks Manage 2021** is the version Flintco will be using for coordination (depending on team's software availability).
- d. **NWC & DWG** are the required formats needed from each of the trades for weekly model's updates. Depending on each participant, native software exported formats may be needed by the rest of the team. File formats will be determined at the BIM kick-off meeting. Flintco current version: **Autodesk Suite 2021**
- e. At the end of the project All "Native" models created in their original software will be required to be shared with Flintco.

Section 13. Folder and File Structure will be shared during the Kickoff Meeting

Section 14. Example MEP-FP Model Cuts for Levels

UG content is all content underground up to six inches above slab on grade.

L1 OH is all content from six inches above the L1 slab up to six inches above the next slab L2.

L2 OH is all content from six inches above the L2 slab up to six inches above the next slab L3 or Roof for as many levels as the project has.

**Any content ending at floor slab please extend 1/4" above floor. For example- floor drain body to be raised for floor penetration reviews.*

Section 15. Modeling Best Practice

- a. Create separate elements for Clearances, Access Zones, and Insulation.
- b. Purge model files before submitting.
- c. Cleanup drawings and remove extra imports and items drawn off to the sides.
- d. Subcontractors using Revit.
 1. Each model should contain a 3D view called *Navisworks*.
 1. All model categories should be turned on and the detail level set to fine.
 2. All annotations, links, imports, and analytical models should be turned off.
 2. Family or object names must be the same designation as shown on the CD's (for example AHU-1).
 3. Create separate elements for Clearances, Access Zones, and Insulation.
 1. All clearances should contain a material or subcategory containing the word *clearance*.
- e. Subcontractors using AutoCAD.
 - a. Models will be in 3d DWG format with solid volumetric properties assigned to them.
 1. *Wire frame objects are not acceptable.*
 - b. Layers or object names must represent the same designation as the CD's.
 - c. Remove all layers that are not needed.
 - d. All layers are thawed.
 - e. Keep text and line work on different layers from 3D components.
 - f. Use separate layers for space constraints, clearances, and work zones.
 - g. Detach Xref's from drawings.
 - h. Do not draw on the "0" layer or "Defpoints" layer.

Section 16. Robotic Layout Using Coordinate Points from the Trade Coordination Model or Laser Layout is Required.

- a. A robotic construction layout system using points derived from the models can achieve quicker installation, minimize workforce, maximize accuracy, and create a safer working environment. Installed or existing work can be spot checked by shooting points and importing the data back into the models for checks and balances of accuracy and quality control.
- b. Trades will be required to mark their embed hangers on the elevated decks prior to the pour with team dedicated colors. This will enable trade to see their hanger embeds quickly when forms are stripped as their colors will broadcast on the concrete after forms are stripped. Using this method on exposed concrete may not be permitted unless approved by the client in writing.
- c. Post-tensioning will be marked with paint on the forms prior to the pour utilizing LightYX. Marking and layout cost to be included in Cast in place concrete trade.
- d. Walls will be laid out utilizing LightYX to verify sleeves and walls will be in the correct coordinated location.
- e. UG and concrete slab pours will conduct robotic layout of stub ups, utilize a 360-photogrammetry camera documentation before trenches are closed, and laser scan the final stub ups prior to the pour for as-built verification.

Safety Helmets Provide Superior Protection



OSHA Adopts Safety Helmets for Agency Inspectors in 2024.

Beginning March 1, 2024, traditional hard hats will no longer be optional for use on Flintco projects. All new subcontracts will include language requiring trade partner and vendor employees to wear an ANSI Type II or an EN12492 safety helmet. These specific safety helmets shown here meet the requirements of testing against vertical, front, back, and side impacts and penetration.

The safety helmet design provides a comfortable fit with more versatility but only works with the 4-point chin strap attached securely under the chin – a requirement on all Flintco job sites. Your company is responsible for choosing the helmet for your workforce that meets the ANSI guidelines. The samples shown represent some but, not all of the safety helmets that meet the requirements.

The Benefits and Versatility of Type II or EN12492 Certified Safety Helmets

- Significantly reduce the force from impact to the top and sides of the head
- Comfortable, 4-point, adjustable chinstrap keeps helmet secure; chin straps are replaceable and required to be utilized.
- Adjustable fit with a ratchet suspension to fit any head size.
- Vented, non-vented, and short-brim and full-brim options.
- Integrated visors, glasses, or face shields are available.
- Electric shock protection (check electrical classification)



STUDSON SHK-1

/ FLINTCO USES

CERTIFICATIONS

ANSI Z89.1 – 2014 TYPE I & II CLASS C

CONSTRUCTION

Integrated koroyd® panels protect the head in critical impacts zones, paired with an eps liner and abs shell for ultimate durability.

FIT SYSTEM

Sleek 360° fit system with 20mm of adjustability up or down ensures a secure fit and comfort for all head shapes and sizes.

LIFE SAVING DIFFERENCE

twICEme®nfc (near field communication) chip embedded in the helmet which stores and gives vital emergency information to first responders when seconds matter.

WEIGHT

495G

ROTATIONAL PADDING

Industry first silicone shearing pads allow for rotational energy absorption upon oblique impacts and finished with a silver antimicrobial fiber reducing bacteria.

SIZING

M/L (53-59CM), L/XL (58-63CM)

STRAP SYSTEM

Fidlock® magnetic buckle enclosure with adjustable nylon 4-point strap, allowing for maximum adjustability and easy one-handed use with gloves.

VENTILATION SYSTEM

Designed to keep rain out of vents, paired with koroyd® welded tubular makeup, provides unrivaled breath ability and exhausting of hot air.

KASK HELMET

/ FLINTCO USES

ERGO FIT SYSTEM

Helmet size adjusting system that allows for an easy and secure fit by turning the large diameter dial. The system moves up and down to adapt to a range of head shapes. The ergonomically shaped wings cradle the back of the neck for added comfort.

POLYPROPYLENE HD EXTERNAL SHELL

Lightweight external shell with exponential better performance. Excels in impact absorption, especially at lower temperatures (-30°C). Resists yellowing and degradation.

HD EPS INTERNAL SHELL

Inner shell composed of high-density foam for all-around impact energy absorption and improved comfort.

ADVANCED LITE CHINSTRAP

Acrylic chinstrap with 5 adjustment points for a personalized fit. Accommodates wider head sizes and adapts to earmuff use. Color-coded fasteners indicate EN standard compliance rating.

HEADBAND

Soft PA Nylon

WEIGHT

460g

SIZE

Universal adjustable from 52 to 63 cm

CONSTRUCTION

Protection against top impacts and penetration in conformity with EN 397

CERTIFICATIONS

EN 397 additional tests: -30°C / LD / MM



Safety Helmets Provide Superior Protection



MILWAUKEE

/ TYPE II FRONT BRIM VENTED SAFETY HELMET

CONSTRUCTION

Protects Side and Top Impact

FIT SYSTEM

Comfortable Padded Suspension

Antimicrobial and moisture wicking Sweat Band and Helmet Liner

Machine washable sweat band, helmet liner and chin strap

Replaceable Chin Strap, Suspension, Sweatband, and Liner

Comfortable Fit - 5 Adjustable Buckles Chin Strap

CERTIFICATIONS

ANSI/ISEA Z89.1 Type 2 Class C

Meets Energy Absorption Capacity clauses 4.2.1.2 (Front), 4.2.1.3 (Side), & 4.2.1.4 (Rear), and Retention System clauses 4.2.3 (Strength) & 4.2.4 (Effectiveness) of EN12492:2012

UL Third-Party Tested and Certified

MATERIAL COMPOSITION

High Density Polyethylene

WEIGHT

1.15 lb

IRONWEAR

/ TYPE II VENTED SAFETY HELMET

CONSTRUCTION

White Type II Vented Safety Helmet - For protection against a blow to the top & sides of head

CERTIFICATIONS

Meets ANSI / ISEA Z89.1 Class C (Conductive)

HT (High temperature up to 140° f +/- 3.6° f) & LT (Low temperature above -22° f +/- 3.6° f)

STRAP SYSTEM

Features adjustable chin strap and a ratchet closure with a 4 point suspension

MATERIAL COMPOSITION

Made from PC & ABS (Polycarbonate & acrylonitrile butadiene styrene)



WAVECEL

/ TYPE II WAVECEL T2+ MAX

SIZE

One size fits most. Head circumference 53-63 cm. Sizes 6 5/8 – 7 7/8

WEIGHT

T2+ MAX 485g; T2+ PRO 480g

CERTIFICATIONS

ANSI Z89.1-2014, Type 2: protection against top, front, rear, and side impacts

EN 12492:2012: Helmet for Mountaineers

TECHNOLOGY

WaveCel impact mitigation system

TEMPERATURE RANGE

-30°C to +50°C

LIFETIME*

5-year recommended lifetime (*Hard hat lifespan may vary depending on the conditions of each work site. Hard hats subjected to more wear and tear or used outdoors in direct sunlight may need to be replaced more frequently.)

MATERIALS

ABS (shell)

Co-Polymer (WaveCel Core)

CONSTRUCTION

Protection from crown, front, side, and back impacts.

FIT SYSTEM

with oversized dial and vertical height adjustment.

6.0 - SUPPLEMENTAL INFORMATION

6.1 SUPPLEMENTAL TO INVITATION TO BID

6.1.1 GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

- A. These General Instructions, Terms and conditions and any special terms and conditions become part of any contract entered into in the event the bid, in any part or all, is accepted by the Owner referred to in this specification.

6.1.2 DEFINITION OF TERMS

- A. IFB shall mean Invitation for Bids.
- B. The words vendor, bidder, offerer, company, proposer and contractor may be used synonymously in this document.
- C. The term "Owner" refers to the project Owner, or Flintco Client referred to in this specification.

6.1.3 SUBMISSION OF BID

- A. Bids must be submitted using the forms included on or before the date and time specified for bid opening. Each bid should be placed in a separate envelope completely and properly identified using the enclosed mailing label reflecting bid number, bid title and bid opening date/time. Late bids will not be considered under any circumstances.
- B. Failure to sign the bid may result in disqualification. The person signing the bid should show title or authority to bind his/her firm to a contract. Signature must be in ink. Bid must be completed in ink or typed.

6.1.4 ASSIGNMENTS

- A. Neither this contract nor any interest therein nor claim there under may or shall be assigned or transferred by the contractor except as expressly authorized in writing by the Owner. No contract, subcontract or agreement shall be made by the contractor with any other party for furnishing any of the product, work or services herein contracted without the written approval of the Owner.

6.1.5 CONFLICT OF INTEREST

- A. By submitting a bid, the contractor represents and warrants that no director, board member or employee of the Owner is in any manner interested directly or indirectly in the bid or contract which may result from the bid or in any of the expected profits which might arise therefrom; further, that no attempt has been made to influence or gain favorable advantage by communicating directly or indirectly with any official of the Owner. It is understood that any action taken which might tend to degrade the integrity of the competitive bidding process will be considered as grounds for disqualification or a breach of this contract.

6.0 - SUPPLEMENTAL INFORMATION

6. 1.6 CONTRACT CHANGES

- A. In no event shall any understanding or agreement, contract modification, change order or other matter which would constitute a deviation from the terms of this contract be effective or binding upon the Owner unless expressly stated and agreed to in writing executed by the Owner's official possessing contractual authority for said Owner.

6. 1.7 CONTRACT GUIDELINES

- A. Offerors agree that a contract does not become effective until it is awarded and a written agreement, purchase order, award letter, or other notice to proceed is executed or issued by the Owner and the contractor.

6. 1.8 INDEMINIFICATION AND LEGAL COMPLIANCE

- A. The contractor shall at all times observe and fully comply with any and all Federal, State and local laws, statutes, orders, ordinances and regulations. The contractor agrees to save, hold harmless and to indemnify the Owner, its agents, employees, officers and board members against any and all liability, losses, claims or costs of whatsoever kind or nature relative to the performance of the contract or any occurrence or accident in connection with inadequate design, breach of contract, material failure, default or the performance of any work, services or products supplied, pursuant to the award, whether to property or persons. Further, contractor shall indemnify, hold harmless and defend the Owner its agents, employees, officers and board members from any lawsuits, causes of action, claims, liabilities and damages, of any kind and nature, including but not limited to, attorney's fees and costs, arising out of the performance of this contract whether attributable in whole or in part to any act, omission or negligence of the Owner, its agents or employees, including, but not limited to, any and all lawsuits, causes of action, claims, liabilities, and damages which the Owner, its agents or employees may sustain by reason of any failure by contractor to indemnify as provided herein, or any failure by contractor to otherwise perform its obligations pursuant to this contract, or by reason of the injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from work undertaken herein.

6. 1.9 MINORITY BUSINESS POLICY

- A. It is the policy of this Owner referred to in this specification that minority business enterprises shall have the maximum opportunity to participate in the Owner's purchasing process. Therefore, the Owner encourages all minority businesses to compete for goods, services, and construction contracts.

6. 1.10 NON-COLLUSIVE AFFIDAVAT

- A. By submitting a bid, the company and the individual personally signing the bid represent and warrant that such bid is genuine and is neither collusive nor made for or on behalf of any person not named, and that he has neither induced nor solicited any other company to place a sham bid nor directly or indirectly caused another company to refrain from or be unable to present a bid.

6. 1.11 NON-DISCRIMINATION

- A. The company shall not discriminate against, or segregate, a person or a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, familial status, national origin, ancestry, disability or condition of acquired immune deficiency syndrome, (AIDS) or AIDS-related complex in carrying out its duties and obligations pursuant to this agreement nor shall the company or any person claiming under or through the company establish or permit any such practice or practices of discrimination or segregation. The company must include in any and all subcontracts a provision similar to the proceeding.

6. 1.12 PENALTY FOR COLLUSION

- A. If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid, colluded with any other party or parties, then, in the sole discretion of the Owner, the contract so awarded shall be null and void or considered breached and the contractor shall be liable to the Owner for any and all loss and damage of whatsoever nature, which the Owner may seek a new contractor.

6. 1.13 PROPRIETARY INFORMATION

- A. All information submitted in response to this bid is private after the bid opening. The bidder should not include as a part of the response to the invitation to bid any information which the bidder believes to be a trade secret or otherwise privileged or confidential. If the bidder wishes to include such material with a bid, then the material should be supplied under separate cover and identified as confidential. The Owner does not warrant or agree to, but will endeavor to, keep that information confidential.

6. 1.14 REJECTION OF BIDS

- A. The Owner may reject any and all bids and may reject a bid of any party who has failed to perform, been unfaithful and/or delinquent in any former relationship with the Owner. The Owner reserves the right to waive any irregularities or formalities in any solicitation or bid response. The Owner shall be the sole judge as to which bid is best and, in determining that fact, may consider the contractor's business integrity, financial resources, experience, facilities and/or capacity for performing the work.

6. 1.15 RESERVATIONS

- A. This invitation does not commit the Owner to award a contract, to pay any costs incurred in the preparation of a bid in response to this invitation, or to procure or contract for services or supplies. The Owner reserves the right to accept, or reject, in part or its entirety, any bid received as a result of this invitation, if it is in the best interest of the Owner to do so.

6. 1.16 SEVERABILITY

- A. The finding or determination of any part or parts of the General Instruction, Terms and Conditions is void, unenforceable, invalid or voidable shall result in only that part being stricken with the remainder to continue in full force and effect.

6.0 - SUPPLEMENTAL INFORMATION

6. 1.17 STATEMENT OF EXPERIENCE AND QUALIFICATIONS

- A. The company may be required, upon request, to prove to the satisfaction of the Owner that they have the skill, experience and the necessary facilities and financial resources to perform the contract in a satisfactory manner and within the required time. If the evidence of competency is not satisfactory, the bid of such company may be rejected.

6.2 - SUPPLEMENTAL TO PROPOSAL PROCEDURE AND SUPPLEMENTARY GENERAL CONDITIONS

6.2.1 NO SMOKING POLICY

- A. The owner referred to in this specification has a No Smoking Policy on all properties.
- B. It is the policy of the owner that all uses of tobacco and tobacco products, including smokeless tobacco, will be prohibited on all Owner facilities.
- C. This policy applies to all staff members, visitors, general contractors, subcontractors, and vendors. This policy is strictly enforced without exception.

6.2.2 INSURANCE REQUIREMENT

- A. After bids are opened, the apparent low bidder must provide proof of insurance within five (5) business days from date of request by the Owner. Insurance must provide sufficient liability protection for all claims, whether direct or indirect, resulting from contractual operations. Failure to submit an insurance certificate by the time provided may be cause for bid disqualification. (The Owner reserves the right to lower/raise these coverages if it is in the best interest of the Owner).

6.2.3 BUILDER'S RISK - FIRE EXTENDED COVERAGE AND VANDALISM AND MALICIOUS MISCHIEF INSURANCE

- A. The Construction Manager/Contractor shall procure and maintain during the term of this contract and until work has been completed and accepted, Builder's Risk, Fire Extended Coverage, Vandalism and Malicious Mischief Insurance for an amount equal to 100% of the insurable property value of the project less the cost of any excavation, brick, stone or concrete foundation, piers or other supports which are below the under surface of the lowest basement floor or where there is no basement, piers which are below the surface of the ground or underground flues, pipes or wiring, said insurance coverage to be written in the name of the Contractor and Owner.
- B. The required insurance must be written by a company licensed to do business in the State of Arkansas in accordance with A.C.A. 23-63 at the time the policy is issued. In addition, the companies must be acceptable to the Owner and Owner's agent.

6.0 - SUPPLEMENTAL INFORMATION

6.2.4 CANCELLATION PROVISIONS

- A. Cancellation for Cause: The Owner may cancel the contract at any time for breach of contractual obligations by providing the contractor with a written notice of such cancellation. Should the Owner exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.

6.2.5 COMPLETION DATE

- A. All work must be fully complete no later than date noted on proposal form. If work is not completed by this date, liquidated damages will be assessed.

6.2.7 PRICING

- A. Bid hereinafter is understood to include all expenses, taxes, incidentals and overhead; including, but not limited to wages, fringe benefits, supervision, material and equipment costs and it is further understood that the bidder shall bear the sum of all supplies (except as otherwise specified) necessary or desirable in order to perform the work. Pricing shall be made on those considerations specified in the aforementioned instructions for an award. No bidder may withdraw his bid for a period of 60 days after the date of bid opening.

6.2.8 AWARD OF CONTRACT

- A. Bids will be considered on the basis of the price, however, the Owner reserves the right to establish the award criteria and to reject any or all and to award the Contract to the firm who, in the judgment of the Owner, is the best qualified to perform the work.

6.3 – EXECUTED AIA 201 (See next page)



AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

(3B9ADA11)

INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, 12.3

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, 13.5

Additional Insured

11.1.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.5

Administration of the Contract

3.1.3, 4.2, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7, 9.10,

11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,

4.2.7, 9.3.2, 13.5.1

Arbitration

8.3.1, 11.3.10, 13.1.1, 15.3.2, 15.4

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2,

9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,

13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and

Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,

4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,

9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,

7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,

3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,

4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5,

15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for

Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1,

15.3.2, 15.4.1

Boiler and Machinery Insurance

11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4

Building Permit	4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
3.7.1	
Capitalization	Compliance with Laws
1.3	1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Certificate of Substantial Completion	Concealed or Unknown Conditions
9.8.3, 9.8.4, 9.8.5	3.7.4, 4.2.8, 8.3.1, 10.3
Certificates for Payment	Conditions of the Contract
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3	1.1.1, 6.1.1, 6.1.4
Certificates of Inspection, Testing or Approval	Consent, Written
13.5.4	3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Certificates of Insurance	Consolidation or Joinder
9.10.2, 11.1.3	15.4.4
Change Orders	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3	1.1.4, 6
Change Orders, Definition of	Construction Change Directive, Definition of
7.2.1	7.3.1
CHANGES IN THE WORK	Construction Change Directives
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9	1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
Claims, Definition of	Construction Schedules, Contractor's
15.1.1	3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
CLAIMS AND DISPUTES	Contingent Assignment of Subcontracts
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4	5.4, 14.2.2.2
Claims and Timely Assertion of Claims	Continuing Contract Performance
15.4.1	15.1.3
Claims for Additional Cost	Contract, Definition of
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4	1.1.2
Claims for Additional Time	CONTRACT, TERMINATION OR SUSPENSION OF THE
3.2.4, 3.7.4.1.1, 8.3.2, 10.3.2, 15.1.5	5.4.1.1, 11.3.9, 14
Concealed or Unknown Conditions, Claims for	Contract Administration
3.7.4	3.1.3, 4, 9.4, 9.5
Claims for Damages	Contract Award and Execution, Conditions Relating to
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6	3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Claims Subject to Arbitration	Contract Documents, Copies Furnished and Use of
15.3.1, 15.4.1	1.5.2, 2.2.5, 5.3
Cleaning Up	Contract Documents, Definition of
3.15, 6.3	1.1.1
Commencement of the Work, Conditions Relating to	Contract Sum
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4	3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Commencement of the Work, Definition of	Contract Sum, Definition of
8.1.2	9.1
Communications Facilitating Contract Administration	Contract Time
3.9.1, 4.2.4	3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Completion, Conditions Relating to	Contract Time, Definition of
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2	8.1.1
COMPLETION, PAYMENTS AND	CONTRACTOR
9	3
Completion, Substantial	

Init.

Contractor, Definition of	2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
3.1, 6.1.2	
Contractor's Construction Schedules	Cutting and Patching
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2	3.14, 6.2.5
Contractor's Employees	Damage to Construction of Owner or Separate Contractors
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1	3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Contractor's Liability Insurance	Damage to the Work
11.1	3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4
Contractor's Relationship with Separate Contractors and Owner's Forces	Damages, Claims for
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4	3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Contractor's Relationship with Subcontractors	Damages for Delay
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8	6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Contractor's Relationship with the Architect	Date of Commencement of the Work, Definition of
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1	8.1.2
Contractor's Representations	Date of Substantial Completion, Definition of
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2	8.1.3
Contractor's Responsibility for Those Performing the Work	Day, Definition of
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8	8.1.4
Contractor's Review of Contract Documents	Decisions of the Architect
3.2	3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Contractor's Right to Stop the Work	Decisions to Withhold Certification
9.7	9.4.1, 9.5, 9.7, 14.1.1.3
Contractor's Right to Terminate the Contract	Defective or Nonconforming Work, Acceptance, Rejection and Correction of
14.1, 15.1.6	2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Contractor's Submittals	Definitions
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2	1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Contractor's Superintendent	Delays and Extensions of Time
3.9, 10.2.6	3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Contractor's Supervision and Construction Procedures	Disputes
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3	6.3, 7.3.9, 15.1, 15.2
Contractual Liability Insurance	Documents and Samples at the Site
11.1.1.8, 11.2	3.11
Coordination and Correlation	Drawings, Definition of
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1	1.1.5
Copies Furnished of Drawings and Specifications	Drawings and Specifications, Use and Ownership of
1.5, 2.2.5, 3.11	3.11
Copyrights	Effective Date of Insurance
1.5, 3.17	8.2.2, 11.1.2
Correction of Work	Emergencies
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2	10.4, 14.1.1.2, 15.1.4
Correlation and Intent of the Contract Documents	Employees, Contractor's
1.2	3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Cost, Definition of	Equipment, Labor, Materials or
7.3.7	1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Costs	

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

(3B9ADA11)

Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,
 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
 Extensions of Time
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
 10.4.1, 14.3, 15.1.5, 15.2.5
 Failure of Payment
 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
 Faulty Work
 (See Defective or Nonconforming Work)
 Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
 12.3.1, 14.2.4, 14.4.3
 Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4
 Fire and Extended Coverage Insurance
 11.3.1.1
GENERAL PROVISIONS
 1
 Governing Law
 13.1
 Guarantees (See Warranty)
 Hazardous Materials
 10.2.4, 10.3
 Identification of Subcontractors and Suppliers
 5.2.1
 Indemnification
 3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
 11.3.7
 Information and Services Required of the Owner
 2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
 Initial Decision
 15.2
 Initial Decision Maker, Definition of
 1.1.8
 Initial Decision Maker, Decisions
 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Initial Decision Maker, Extent of Authority
 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
 15.2.5
 Injury or Damage to Person or Property
 10.2.8, 10.4.1
 Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.5
 Instructions to Bidders
 1.1.1
 Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
 Instruments of Service, Definition of
 1.1.7
 Insurance
 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11
 Insurance, Boiler and Machinery

11.3.2
 Insurance, Contractor's Liability
 11.1
 Insurance, Effective Date of
 8.2.2, 11.1.2
 Insurance, Loss of Use
 11.3.3
 Insurance, Owner's Liability
 11.2
 Insurance, Property
 10.2.5, 11.3
 Insurance, Stored Materials
 9.3.2
INSURANCE AND BONDS
 11
 Insurance Companies, Consent to Partial Occupancy
 9.9.1
 Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
 Interest
 13.6
 Interpretation
 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
 Interpretations, Written
 4.2.11, 4.2.12, 15.1.4
 Judgment on Final Award
 15.4.2
 Labor and Materials, Equipment
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
 Labor Disputes
 8.3.1
 Laws and Regulations
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4,
 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1,
 13.5.2, 13.6.1, 14, 15.2.8, 15.4
 Liens
 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
 Limitations, Statutes of
 12.2.5, 13.7, 15.4.1.1
 Limitations of Liability
 2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,
 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,
 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
 Limitations of Time
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,
 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
 Loss of Use Insurance
 11.3.3
 Material Suppliers
 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
 Materials, Hazardous
 10.2.4, 10.3
 Materials, Labor, Equipment and

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.
 User Notes:

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2	1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7
Means, Methods, Techniques, Sequences and Procedures of Construction	Owner's Financial Capability
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2	2.2.1, 13.2.2, 14.1.1.4
Mechanic's Lien	Owner's Liability Insurance
2.1.2, 15.2.8	11.2
Mediation	Owner's Relationship with Subcontractors
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1	1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Minor Changes in the Work	Owner's Right to Carry Out the Work
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4	2.4, 14.2.2
MISCELLANEOUS PROVISIONS	Owner's Right to Clean Up
13	6.3
Modifications, Definition of	Owner's Right to Perform Construction and to Award Separate Contracts
1.1.1	6.1
Modifications to the Contract	Owner's Right to Stop the Work
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1	2.3
Mutual Responsibility	Owner's Right to Suspend the Work
6.2	14.3
Nonconforming Work, Acceptance of	Owner's Right to Terminate the Contract
9.6.6, 9.9.3, 12.3	14.2
Nonconforming Work, Rejection and Correction of	Ownership and Use of Drawings, Specifications and Other Instruments of Service
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1	1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11.1, 3.17, 4.2.12, 5.3.1
Notice	Partial Occupancy or Use
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1	9.6.6, 9.9, 11.3.1.5
Notice, Written	Patching, Cutting and
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8, 15.4.1	3.14, 6.2.5
Notice of Claims	Patents
3.7.4, 10.2.8, 15.1.2, 15.4	3.17
Notice of Testing and Inspections	Payment, Applications for
13.5.1, 13.5.2	4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Observations, Contractor's	Payment, Certificates for
3.2, 3.7.4	4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Occupancy	Payment, Failure of
2.2.2, 9.6.6, 9.8, 11.3.1.5	9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Orders, Written	Payment, Final
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1	4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3.1, 13.7, 14.2.4, 14.4.3
OWNER	Payment Bond, Performance Bond and
2	7.3.7.4, 9.6.7, 9.10.3, 11.4
Owner, Definition of	Payments, Progress
2.1.1	9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Owner, Information and Services Required of the	PAYMENTS AND COMPLETION
2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3	9
Owner's Authority	Payments to Subcontractors
	5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
	PCB
	10.3.1
	Performance Bond and Payment Bond
	7.3.7.4, 9.6.7, 9.10.3, 11.4

Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF
10

Polychlorinated Biphenyl
10.3.1

Product Data, Definition of
3.12.2

Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7

Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

Project, Definition of
1.1.4

Project Representatives
4.2.10

Property Insurance
10.2.5, 11.3

PROTECTION OF PERSONS AND PROPERTY
10

Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,
15.2.8, 15.4

Rejection of Work
3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens
9.10.2

Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,
9.8.2, 9.10.1

Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,
5.1.2, 13.2.1

Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field Conditions
by Contractor
3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and
Samples by Contractor
3.12

Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4,
13.4, 14, 15.4

Royalties, Patents and Copyrights
3.17

Rules and Notices for Arbitration
15.4.1

Safety of Persons and Property
10.2, 10.4

Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.4

Samples, Definition of
3.12.3

Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7

Samples at the Site, Documents and
3.11

Schedule of Values
9.2, 9.3.1

Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Shop Drawings, Definition of
3.12.1

Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7

Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing
4.2.6, 12.2.1, 13.5

Specifications, Definition of
1.1.6

Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations
13.7, 15.4.1.1

Stopping the Work
2.3, 9.7, 10.3, 14.1

Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of
5.1.1

SUBCONTRACTORS
5

Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3,
9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule
3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of
6.1.1, 11.3.7

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 13.7

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

Substantial Completion, Definition of	2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
9.8.1	5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
Substitution of Subcontractors	9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5,
5.2.3, 5.2.4	13.7, 14, 15.1.2, 15.4
Substitution of Architect	Time Limits on Claims
4.1.3	3.7.4, 10.2.8, 13.7, 15.1.2
Substitutions of Materials	Title to Work
3.4.2, 3.5, 7.3.8	9.3.2, 9.3.3
Sub-subcontractor, Definition of	Transmission of Data in Digital Form
5.1.2	1.6
Subsurface Conditions	UNCOVERING AND CORRECTION OF WORK
3.7.4	12
Successors and Assigns	Uncovering of Work
13.2	12.1
Superintendent	Unforeseen Conditions, Concealed or Unknown
3.9, 10.2.6	3.7.4, 8.3.1, 10.3
Supervision and Construction Procedures	Unit Prices
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,	7.3.3.2, 7.3.4
7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3	Use of Documents
Surety	1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7	Use of Site
Surety, Consent of	3.13, 6.1.1, 6.2.1
9.10.2, 9.10.3	Values, Schedule of
Surveys	9.2, 9.3.1
2.2.3	Waiver of Claims by the Architect
Suspension by the Owner for Convenience	13.4.2
14.3	Waiver of Claims by the Contractor
Suspension of the Work	9.10.5, 13.4.2, 15.1.6
5.4.2, 14.3	Waiver of Claims by the Owner
Suspension or Termination of the Contract	9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
5.4.1.1, 14	Waiver of Consequential Damages
Taxes	14.2.4, 15.1.6
3.6, 3.8.2.1, 7.3.7.4	Waiver of Liens
Termination by the Contractor	9.10.2, 9.10.4
14.1, 15.1.6	Waivers of Subrogation
Termination by the Owner for Cause	6.1.1, 11.3.7
5.4.1.1, 14.2, 15.1.6	Warranty
Termination by the Owner for Convenience	3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
14.4	Weather Delays
Termination of the Architect	15.1.5.2
4.1.3	Work, Definition of
Termination of the Contractor	1.1.3
14.2.2	Written Consent
TERMINATION OR SUSPENSION OF THE	1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5,
CONTRACT	9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
14	Written Interpretations
Tests and Inspections	4.2.11, 4.2.12
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,	Written Notice
9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5	2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,
TIME	9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14,
8	15.4.1
Time, Delays and Extensions of	Written Orders
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,	1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,
10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5	15.1.2
Time Limits	

init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

(3B9ADA11)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

(3B9ADA11)

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

6.3 - AIA201

(3B8ADA11)

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

(3B9ADA11)

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071820543 which expires on 09/18/2019, and is not for resale.
User Notes:

(3B9ADA11)

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

(3B9ADA11)

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

Int.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

init.

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended

appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071820543 which expires on 09/18/2019, and is not for resale.

User Notes:

(389ADA11)

will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/16/2019, and is not for resale.
User Notes:

30

(3B9ADA11)

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

(3BSADA11)

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.
User Notes:

(3B9ADA11)

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1956, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

(3B9ADA11)

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1961, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.
User Notes:

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.

User Notes:

6.3 - AIA201

(3B9ADA11)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:25:14 on 09/10/2018 under Order No. 0071920543 which expires on 09/18/2019, and is not for resale.
User Notes:

39

(3B9ADA11)