Construction Manager's Bid Manual

Mercy Infusion, Surgery, Imaging, Clinic and Lab



3101 SE 14th St., Bentonville, AR

Bid Date:
January 28, 2026 at 2:00 pm

VP/Area Manager:
Brent Farmer

Project Director:
Justin Stoverink

Project Manager:
Michael Willhelm

Pre-Construction Director:
Klint Kimball

Estimator II:
Samuel Pegg

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

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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 Infusion, Surgery, Imaging, Clinic and Lab project located at 3101 SE 14th Street, Bentonville, AR 72712. This project includes Selective demolition, Drywall, Flooring, Ceilings, Plumbing, HVAC, Fire Protection, Electrical, AV, Security and related scopes of work.

1.2 PROJECT DIRECTORY

OWNER:	Mercy 3101 SE 14th St., Bentonville, AR 72712
PROJECT ARCHITECT:	HFG Architects 330N Mead St., Wichita, KS 67202
CONSTRUCTION MANAGER:	Flintco, LLC. 184 East Fantinel Blvd. Springdale, AR 72762 Ph. (479) 750-4565 Fax (479) 750-4690

1.3 CONTRACT DOCUMENTS

01/09/26 – 100% Construction Documents
01/09/26 - Project Manual

1.4 DEFINITION OF TERMS

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

2.0 – INSTRUCTIONS TO BIDDERS

2.1 BID PACKAGES

List of Available Bid Packages

01A – Final Clean
01B – General Package
02A – Selective Demolition
03A – Building Concrete
06B – Finish Carpentry & Cabinet Work
07B – Membrane Roofing
08A – Doors, Frames, & Hardware (Supply)
08B – Doors, Frames, Hardware, & Specialties (Install)
08L – Glass & Glazing
09C – Metal Framing, Sheathing, Drywall, etc.
09G – Carpet, Resilient Flooring, & Tile
09U – Paints & Coatings
10A – Specialties (Supply)
10H – Lockers
12A – Manual & Motorized Roller Shades
21A – Fire Suppression
22A / 23A – Plumbing / HVAC / Hydronic Piping Controls
26A – Electrical

2.2 BID DATE / TIME / LOCATION

2.2.1 Price proposals will be received no later than **2:00 PM, January 28, 2026** Proposals shall be faxed to (479) 750-4690, emailed to arkansasbids@flintco.com, submitted on Building Connected, 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 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 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 Building Connected email. Please complete 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.

2.11.5 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.

2.12 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.

2.12.9 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.

2.13.7 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, 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/liaison 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:

Flintco, LLC, Springdale, AR
Southern Reprographics, Inc., Fayetteville, AR
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
XXXXXXXXXXXX
XXXXXX, XX XXXXXX

ATTENTION: XXXXXX XXXXXXXXXXXX

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

PROJECT NAME XXXXXXXXXXXXXXXXXXXXXXXX PROJECT NO. XXXXXX

LOCATION XXXXXXXXXXXXX
XXXXXXXXX, XX XXXXXX

whose

OWNER is XXXXXXXXXXXX
XXXXXXXXXX
XXXXXX, XX XXXXX

and whose

ARCHITECT/ ENGINEER is XXXXXXXXXXXX
XXXXXXXXX
XXXXXX, XX XXXXX

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)

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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.

XXXXXXXXXXX

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
SCOPE OF WORK

XXXX

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 ~~A~~greement, 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: XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

Addenda: XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

Drawings: XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

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 certified 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 **XXXXXXXXXXX**
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

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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.

FLINTCO

184 East Fantinel Blvd., Springdale, AR 72762

Purchase Order Date _____

Purchase Order No. XXXXX-XXX

Project No. XXXXXX

Terms _____

Delivery XXXXXX

F.O.B. _____

To: **XXXXXXXXXXX**
XXXXXXXXXXXX
XXXXXX, XX XXXXXX

Attention: XXXXXX XXXXXXXXXXXX
Telephone # XXX-XXX-XXXX

Project: XXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXX, XX XXXXXX

Ship To: Flintco Project Manager
c/o XXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXX, 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.

Accepted subject to terms and conditions on next (2) pages:

Flintco, LLC
Buyer

By: _____

Title: **Authorized Representative**

Date: _____

XXXXXXXXXXX
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.

Rider #1

XXXX

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 ~~A~~greement, 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: XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

Addenda: XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

Drawings: XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

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: XXXXXXXXXXXX, XXXXXXXXXXXX XXXXXX, XX XXXXXX
(Name and Address)

PROJECT: XXXXXXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXX XXXXXXXXX, XX XXXXXX; Project Number XXXXXX
(Name and Address; Project Number)

OWNER: XXXXXXXXXXXX, XXXXXXXXXX XXXXXX, XX XXXXX,
(Name and Address)

ARCHITECT/ENGINEER: XXXXXXXXXXXX, XXXXXXXXX XXXXXX, XX XXXXX
(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 XXXXXX XXXXXXXXXXXX. 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

recent Project schedule.

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

XXXXXXXXXXX

BY: _____

Print Name: _____

Print Title: _____

FLINTCO, LLC

BY: _____

Print Name: _____

Print Title: **Authorized Representative**

FLINTCO, LLC
SCOPE OF WORK

XXXX

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 ~~A~~greement, 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: XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

Addenda: XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

Drawings: XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

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 certified 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 **XXXXXXXXXXX**
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 ~~A~~greement, 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.

ADDENDUM FOR DESIGN-BUILD SUBCONTRACTS

This Addendum is attached to and is hereby incorporated into the Subcontract Agreement Between **CONTRACTOR** ("Contractor") and **SUBCONTRACTOR** ("Subcontractor"), dated **DATE**. Any term used herein with the initial capital letters that is not otherwise defined shall have the same meaning ascribed to the term in the Subcontract Agreement. In the event of any inconsistency between the provision of this Addendum and those contained in the body of the Subcontract Agreement, the provisions of this Addendum shall control. Any deletion from the Subcontract Agreement shall not affect the remaining numbering thereof. References to Paragraphs, Subparagraphs, and Articles shall mean those set forth in the body of the Subcontract Agreement.

Article 3

Paragraph 3.1 is deleted and replaced with the following:

3.1 Subcontract Work The Contractor retains the Subcontractor as an independent contractor, to provide all design, labor, materials, equipment and services necessary or incidental to complete the **TYPE OF WORK** portion(s) of the Project, as set forth in Exhibit A to this Agreement, in accordance with and reasonably inferable from that which is indicated in the Subcontract Documents and consistent with the Progress Schedule prepared by the Contractor and agreed to by the Subcontractor. 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.

3.1.1 Designer Design services provided by the Subcontractor shall be procured from licensed, independent design professionals retained by the Subcontractor or furnished by licensed employees of the Subcontractor, or as permitted by the law of the place where the Project is located. The standard of care for design services performed under this Agreement shall be the care and skill ordinarily used by members of the architectural and engineering professions practicing under similar conditions at the same time and locality. The person or entity providing design services shall be referred to as "the Designer". 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 Designer is **DESIGNER NAME AND ADDRESS**. The Subcontractor shall notify the Contractor in writing if it intends to change the Designer, which shall be subject to the Contractor's approval. The Subcontractor shall be responsible for coordinating its design with the Project design.

Article 4

Paragraph 4.10 is deleted and replaced with the following:

4.10.1 Preliminary Schedule and Estimate The Subcontractor shall evaluate the Owner's Program and other information provided by the Contractor and provide in writing for Contractor's review and approval a preliminary schedule and cost estimate for the Subcontract Work. The schedule and estimate shall be updated periodically as required by this Agreement, and it shall be the responsibility of the Subcontractor to adhere to approved schedules and estimates. If an update indicates that a previously approved schedule will not be met, the Subcontractor shall recommend corrective action to the Contractor in writing.

4.10.2 Schematic Design Documents The Subcontractor shall prepare, for written approval by the Contractor and Owner, Schematic Design Documents consisting of drawings, outline specifications and other conceptual documents illustrating the basic components of the design of the Subcontract Work and their relationship to other Project elements. When the Subcontractor submits the Schematic Design Documents the Subcontractor shall identify in writing all material changes and deviations that have taken place from the Subcontractor's preliminary evaluation, schedule and estimate. Three printed sets and one reproducible set of these Documents shall be provided to the Contractor. Following completion of the Schematic Design Documents, the Subcontractor shall update the preliminary schedule and estimate for the Contractor's review and approval.

4.10.3 Design Development Documents Based on the approved Schematic Design Documents, the Subcontractor shall prepare, for approval by the Contractor and Owner, Design Development Documents consisting of further definition of design elements, including drawings, outline specifications and other documents to fix and describe the size and character of the Subcontract Work including their relationship to other Project elements. When the Subcontractor submits the Design Development Documents the Subcontractor shall identify in writing all material changes and deviations that have taken place from the Subcontractor's Schematic Design Documents. Three printed sets and one reproducible set of these documents shall be provided to the Contractor. Following completion of the Design Development Documents, the Subcontractor shall update the schedule and estimate for the Contractor's review and approval.

4.10.4 Construction Documents Based on the approved Design Development Documents, the Subcontractor shall prepare, for approval by the Contractor, Owner and governmental authorities, including revisions necessary to secure needed approval, Construction Documents setting forth in detail the requirements for construction of the Subcontract Work consisting of drawings and specifications that comply with codes, laws and regulations enacted at the time of their preparation. When the Subcontractor submits the Construction Documents the Subcontractor shall identify in writing all material changes and deviations that have taken place from the Subcontractor's Design Development Documents. Construction shall be in accordance with these approved Construction Documents. Three printed sets and one reproducible set of these documents shall be provided to the Contractor. Following completion of the Construction Documents, the Subcontractor shall update the schedule and estimate for the Contractor's review and approval.

4.10.5 Ownership of Documents Upon payment to the Subcontractor Pursuant to Paragraph 7.3, or upon the making of Final Payment pursuant to Paragraph 7.4, the Contractor shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information prepared, provided or procured by the Subcontractors or the Designer and distributed to the Contractor for this Project. ("Design-Build Documents")

4.10.5.1 If this Agreement is terminated pursuant to Subparagraphs 10.4, 10.5 or 10.7, the Contractor shall receive ownership of the property rights, except for copyrights, of the Design-Build Documents upon payment for all Work performed in accordance with this Agreement, at which time the Contractor shall have the right to use, to reproduce or make derivative works of the Design-Build Documents to complete the Work.

4.10.5.2 If this Agreement is terminated pursuant to Paragraph 10.6, the Contractor shall receive ownership of the property rights, except for copyrights, of the Design-Build Documents upon payment of all sums provided in Paragraph 10.6, at which time, the Contractor shall have the right to use, reproduce and to make derivative works from, the Design-Build Documents to complete the Work.

4.10.5.3 It is understood that the Owner shall receive from the Contractor the same ownership of property rights, except for copyright, of the Design-Build Documents, as the Contractor receives from the Subcontractor, in accordance with ownership of documents provision of the Owner-Contractor Agreement. In accordance with the Owner-Contractor Agreement, the Owner may use, reproduce or make derivative works from the Design-Build Documents for subsequent renovation and remodeling of the Work, but shall not use, reproduce or make derivative works from the Design-Build Documents for other projects without the written authorization of the Contractor and Subcontractor, who shall not unreasonably withhold consent.

4.10.5.4 Similarly, the Subcontractor shall obtain from its Designer property rights and rights of use that correspond to the rights given by the Subcontractor to the Contractor in this Agreement.

Article 5

Delete Paragraph 5.1 and replace with the following:

5.1 Communication The Contractor shall transmit to the Subcontractor, with reasonable promptness, all submittals, transmittals, and written approvals relative to the Subcontract Work. Unless otherwise specified in the Subcontract Documents, communications by and with the Subcontractor's, sub-subcontractors and suppliers shall be through the Subcontractor. With respect to Subcontractor's Design Services, the Contractor shall review and approve Subcontractor's schedules and estimates, and shall review and approve and submit to the Owner for the Owner's review and approval Schematic Design Documents, Design Development Documents and Construction Documents, all as submitted in accordance with Paragraph 4.10. When the Contractor submits Schematic Design Documents, Design Development Documents and Construction Documents to the Owner, the Contractor shall submit to the Subcontractor in writing the same listing of all material changes and deviations that have

taken place in the documents as the Contractor submits to the Owner with the documents.

Article 7

Delete Paragraph 7.1 and replace with the following:

7.1 To the extent required by applicable law, the cost of services performed directly by the Designer is computed separately and is independent from the Subcontractor's compensation for work or services performed directly by the Subcontractor; these costs shall be shown as separate items on applications for payment. If a Designer is retained by the Subcontractor, the payments to the Designer shall be as detailed in a separate agreement between the Subcontractor and the Designer.

7.1.1 The Contractor agrees to pay to the Subcontractor for the satisfactory completion of design service for the Subcontract Work the sum of **DESIGN AMOUNT ($X**), which sum includes all applicable taxes, and is subject to additions or deductions as provided in Article 8.

7.1.2 The Contractor agrees to pay to the Subcontractor for the satisfactory completion of Subcontract Work the sum of **BALANCE OF SUBCONTRACT AMOUNT ($X)**, which includes all applicable taxes / sum is Tax Exempt in accordance with Exhibit I and is subject to additions or deductions as provided in Article 8. Any applicable alternates or unit prices are set forth in Exhibit A to this Agreement.

3.0 – STANDARDS & CONDITIONS

3.1 - FLINTCO PRELIMINARY SCHEDULE

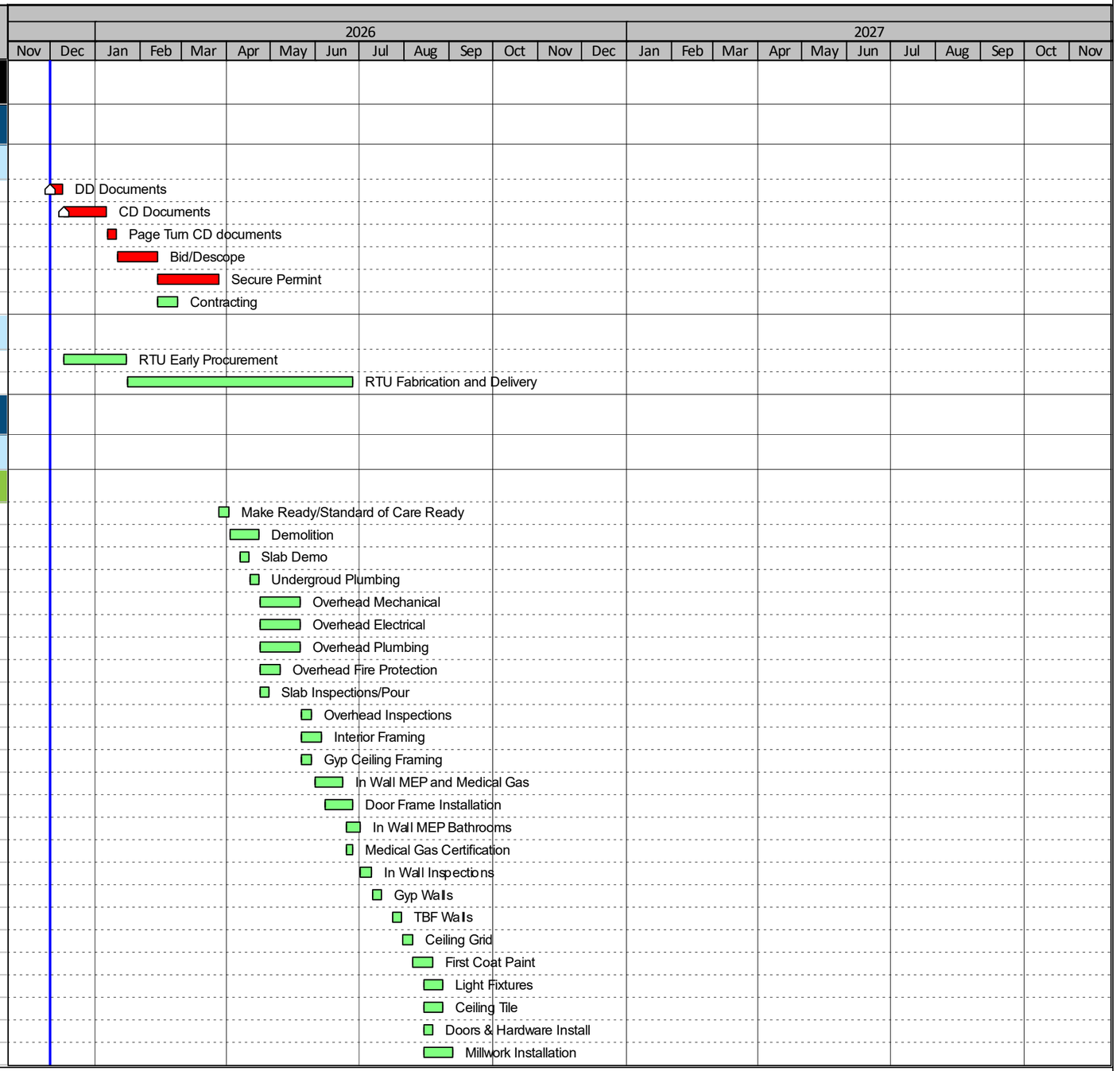
See Attached

3.2 - FLINTCO SITE LOGISTICS PLAN

See Attached

Mercy - HWY 102 Renovation

Activity ID	Activity Name	Orig Dur	Start	Finish
Mercy - HWY 102 Renovation		423	01-Dec-25	29-Jul-27
Pre Construction		147	01-Dec-25	26-Jun-26
Design/Bid		82	01-Dec-25	26-Mar-26
DD1030	DD Documents	7	01-Dec-25*	09-Dec-25
DD1000	CD Documents	20	10-Dec-25*	08-Jan-26
DD1050	Page Turn CD documents	5	09-Jan-26	15-Jan-26
DD1010	Bid/Descope	20	16-Jan-26	12-Feb-26
DD1020	Secure Permint	30	13-Feb-26	26-Mar-26
DD1040	Contracting	10	13-Feb-26	26-Feb-26
Procurement		140	10-Dec-25	26-Jun-26
P1000	RTU Early Procurement	30	10-Dec-25	22-Jan-26
P1010	RTU Fabrication and Delivery	110	23-Jan-26	26-Jun-26
Construction		341	27-Mar-26	29-Jul-27
Infusion and Lab		148	27-Mar-26	23-Oct-26
Infusion		148	27-Mar-26	23-Oct-26
INF1370	Make Ready/Standard of Care Ready	5	27-Mar-26	02-Apr-26
INF1380	Demolition	15	03-Apr-26	23-Apr-26
INF1390	Slab Demo	5	10-Apr-26	16-Apr-26
INF1440	Undergroud Plumbing	5	17-Apr-26	23-Apr-26
INF1400	Overhead Mechanical	20	24-Apr-26	21-May-26
INF1410	Overhead Electrical	20	24-Apr-26	21-May-26
INF1420	Overhead Plumbing	20	24-Apr-26	21-May-26
INF1430	Overhead Fire Protection	10	24-Apr-26	07-May-26
INF1450	Slab Inspections/Pour	5	24-Apr-26	30-Apr-26
INF1460	Overhead Inspections	5	22-May-26	29-May-26
INF1470	Interior Framing	10	22-May-26	05-Jun-26
INF1480	Gyp Ceiling Framing	5	22-May-26	29-May-26
INF1490	In Wall MEP and Medical Gas	15	01-Jun-26	19-Jun-26
INF1500	Door Frame Installation	15	08-Jun-26	26-Jun-26
INF1510	In Wall MEP Bathrooms	8	22-Jun-26	01-Jul-26
INF1520	Medical Gas Certification	5	22-Jun-26	26-Jun-26
INF1530	In Wall Inspections	5	02-Jul-26	09-Jul-26
INF1540	Gyp Walls	5	10-Jul-26	16-Jul-26
INF1550	TBF Walls	5	24-Jul-26	30-Jul-26
INF1560	Ceiling Grid	5	31-Jul-26	06-Aug-26
INF1580	First Coat Paint	10	07-Aug-26	20-Aug-26
INF1590	Light Fixtures	10	14-Aug-26	27-Aug-26
INF1600	Ceiling Tile	10	14-Aug-26	27-Aug-26
INF1570	Doors & Hardware Install	5	14-Aug-26	20-Aug-26
INF1650	Millwork Installation	15	14-Aug-26	03-Sep-26



Start Date: 01-Dec-25
Finish Date: 29-Jul-27
Data Date: 01-Dec-25
Run Date: 16-Dec-25

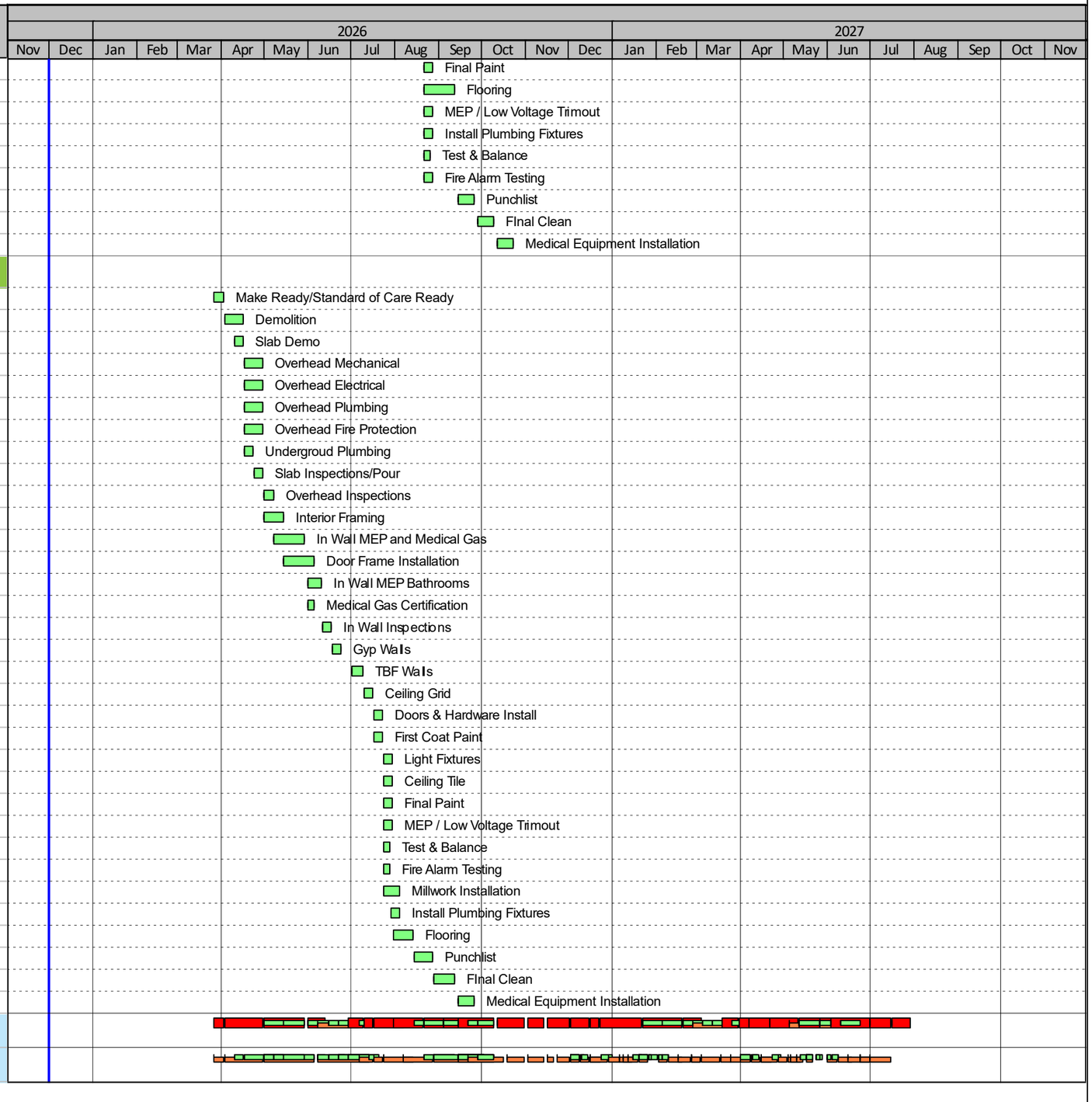
Remaining Level of Effort
Actual Level of Effort
Actual Work
Rem Work
Near Crit Rem
Remaining Work
Near Critical Remaining
Critical Remaining Work
% Complete
Milestone
Start Constraint
Finish Constraint

Mercy - HWY 102 Renovation

FLINTCO

Mercy - HWY 102 Renovation

Activity ID	Activity Name	Orig Dur	Start	Finish
INF1610	Final Paint	5	21-Aug-26	27-Aug-26
INF1670	Flooring	15	21-Aug-26	11-Sep-26
INF1620	MEP / Low Voltage Trimout	5	21-Aug-26	27-Aug-26
INF1660	Install Plumbing Fixtures	5	21-Aug-26	27-Aug-26
INF1630	Test & Balance	3	21-Aug-26	25-Aug-26
INF1640	Fire Alarm Testing	5	21-Aug-26	27-Aug-26
INF1680	Punchlist	10	14-Sep-26	25-Sep-26
INF1690	FInal Clean	10	28-Sep-26	09-Oct-26
INF1700	Medical Equipment Installation	10	12-Oct-26	23-Oct-26
Infusion Lab		128	27-Mar-26	25-Sep-26
LAB1000	Make Ready/Standard of Care Ready	5	27-Mar-26	02-Apr-26
LAB1010	Demolition	10	03-Apr-26	16-Apr-26
LAB1020	Slab Demo	5	10-Apr-26	16-Apr-26
LAB1030	Overhead Mechanical	10	17-Apr-26	30-Apr-26
LAB1040	Overhead Electrical	10	17-Apr-26	30-Apr-26
LAB1050	Overhead Plumbing	10	17-Apr-26	30-Apr-26
LAB1060	Overhead Fire Protection	10	17-Apr-26	30-Apr-26
LAB1070	Undergroud Plumbing	5	17-Apr-26	23-Apr-26
LAB1080	Slab Inspections/Pour	5	24-Apr-26	30-Apr-26
LAB1090	Overhead Inspections	5	01-May-26	07-May-26
LAB1100	Interior Framing	10	01-May-26	14-May-26
LAB1120	In Wall MEP and Medical Gas	15	08-May-26	29-May-26
LAB1130	Door Frame Installation	15	15-May-26	05-Jun-26
LAB1140	In Wall MEP Bathrooms	8	01-Jun-26	10-Jun-26
LAB1150	Medical Gas Certification	5	01-Jun-26	05-Jun-26
LAB1160	In Wall Inspections	5	11-Jun-26	17-Jun-26
LAB1170	Gyp Walls	5	18-Jun-26	24-Jun-26
LAB1180	TBF Walls	5	02-Jul-26	09-Jul-26
LAB1190	Ceiling Grid	5	10-Jul-26	16-Jul-26
LAB1200	Doors & Hardware Install	5	17-Jul-26	23-Jul-26
LAB1210	First Coat Paint	5	17-Jul-26	23-Jul-26
LAB1220	Light Fixtures	5	24-Jul-26	30-Jul-26
LAB1230	Ceiling Tile	5	24-Jul-26	30-Jul-26
LAB1240	Final Paint	5	24-Jul-26	30-Jul-26
LAB1250	MEP / Low Voltage Trimout	5	24-Jul-26	30-Jul-26
LAB1260	Test & Balance	3	24-Jul-26	28-Jul-26
LAB1270	Fire Alarm Testing	3	24-Jul-26	28-Jul-26
LAB1280	Millwork Installation	8	24-Jul-26	04-Aug-26
LAB1290	Install Plumbing Fixtures	5	29-Jul-26	04-Aug-26
LAB1300	Flooring	10	31-Jul-26	13-Aug-26
LAB1310	Punchlist	10	14-Aug-26	27-Aug-26
LAB1320	FInal Clean	10	28-Aug-26	11-Sep-26
LAB1330	Medical Equipment Installation	10	14-Sep-26	25-Sep-26
Clinic		341	27-Mar-26	29-Jul-27
Surgery		331	27-Mar-26	15-Jul-27



Mercy Hwy 102 - Infusion and Lab - Site Logistics



Mercy | FLINTCO

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 Architects

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.

4.1.2.9 Contractor shall coordinate all material deliveries with the Construction Manager. 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

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 Contractor shall comply with Flintco's "Lean 2.0" policies and procedures. Copies are available for review at Flintco's office.

4.1.2.12 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.

4.1.2.13 Contractor shall furnish protection of adjacent surfaces and repair of any damage caused by the work of this Contractor.

4.1.2.14 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 Manager 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.

4.1.2.15 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.

4.1.2.16 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.

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.

4.1.3.8 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.

4.1.3.9 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.

4.1.3.10 Contractor and Sub tier contractors enrolled in Contractor Controlled Insurance Program (CCIP) shall comply with CCIP Manual.

4.1.4 TESTING

4.1.4.1 Contractor will assist the Material Testing Laboratory in obtaining samples and gathering data as needed.

4.1.5 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. 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 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-preform 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 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.

4.1.5.5 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-preform 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.

4.1.5.6 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.

4.1.5.7 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.

4.1.5.8 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.

4.1.5.9 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.

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.

4.1 – BID REQUIREMENTS

4.2 BID PACKAGES

List of Available Bid Packages:

01A – Final Clean
01B – General Package
02A – Selective Demolition
03A – Building Concrete
06B – Finish Carpentry & Cabinet Work
07B – Membrane Roofing
08A – Doors, Frames, & Hardware (Supply)
08B – Doors, Frames, Hardware, & Specialties (Install)
08L – Glass & Glazing
09C – Metal Framing, Sheathing, Drywall, etc.
09G – Carpet, Resilient Flooring, & Tile
09U – Paints & Coatings
10A – Specialties (Supply)
10H – Lockers
12A – Manual & Motorized Roller Shades
21A – Fire Suppression
22A / 23A – Plumbing / HVAC / Hydronic Piping Controls
26A – Electrical

4.2 BID PACKAGES COMPANY NAME: _____

BID PACKAGE #01A – FINAL CLEANING

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT *(pertinent portions thereof applicable to the work of this bid package)*
Division 03	CONCRETE (as pertains to this bid package)
Division 05	METALS (as pertains to this bid package)
Division 06	WOOD AND PLASTIC (as pertains to this bid package)
Division 08	OPENINGS (as pertains to this bid package)
Division 09	FINISHES (as pertains to this bid package)
Division 10	SPECIALTIES (as pertains to this bid package)
Division 22	PLUMBING (as pertains to this bid package)
Division 23	HEATING, VENTILATING AND AIR-CONDITIONING (as pertains to this bid package)
Division 26	ELECTRICAL (as pertains to this bid package)
Division 27	COMMUNICATION (as pertains to this bid package)
Division 28	ELECTRONIC SAFETY AND SECURITY (as pertains to this bid package)

(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.)

DEFINITION OF TERMS

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

Contractors 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.

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:40 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1) Project to be cleaned in phases. Include multiple mobilizations as required.
2) Contractor shall perform one rough clean prior to Architect's punch and one final cleaning of entire building following the completion of the buildings including but not limited to:
   - All interior & exterior glass (windows and mirrors)
   - Removal of all labels from windows, appliances, etc.
   - Vanities, faucets, toilets and accessories (including walls and floors of bathrooms)
   - Window and door frames and seals
   - Doors
   - Permanent light fixture covers
   - HVAC grilles
   - All floors
   - Wiping all fixtures (switches and outlets)
3) Clean all surfaces of dust, including dusting all wall surfaces.
4) Remove plastic protective film from objects
5) Use approved cleaning products for all fixtures
6) Remove all dirt, rubbish, and debris from project to dumpsters provided by others.
7) Clean site of debris.
8) Clean light fixture diffusers.
9) Coordinate the cleaning supplies to be used with manufacturers' recommended products for all surfaces that need to be cleaned.
10) Include one power washing of all exterior sidewalks and concrete paving areas.
11) All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal, Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
12) 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.

Mercy HWY 102 Lab and Infusion – Bentonville, AR	01A Final Clean
BASE BID to provide labor and furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
	Dollars
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:

Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.

$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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		

4.2 BID PACKAGES COMPANY NAME: _____

BID PACKAGE #01B – GENERAL PACKAGE

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT *(pertinent portions thereof applicable to the work of this bid package)*

(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.)

DEFINITION 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

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:40 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1. It is the intent and meaning of this scope of work for this Contractor to provide labor, material, equipment and services to complete the general package in accordance with the bid package, contract documents, and that all labor for items and accessories necessary, reasonably incidental, or customarily included, even though each and every item and requirement is not specifically called out or shown, is included in your scope or work.
2. It is the responsibility of this Contractor to review and coordinate with the future improvements detailed in the sheets that have been provided for reference.
3. Provide handling and storage for all salvaged items to be re-used or re-installed. Coordinate with Demo Contractor.
4. 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.
5. Contractor has thoroughly reviewed the attached Project Schedule, phasing, and clearly understands the necessary commitment that needs to be made on its behalf. Provide sufficient

manpower in order to achieve or improve the Schedule is critical to the success of the Project. The Contractor clearly understands the ramifications if this commitment is not met.

6. Furnish and install SWPPP protection including daily inspections, street cleaning as required, and maintenance of construction entrances, tire wash, concrete wash out, and silt fence.
7. Provide temporary fence per the Site Logistics plan. Fencing is to be post driven with top rail and wind screen. Construction entrance gates to be roll open ILO swing gates.
8. Include multiple mobilizations as required for this scope of work. Multiple trips as required and are to be included; refer to the construction schedule for phasing.
9. Provide and install all temporary closures, including reinforced Visqueen at all window openings and plywood doors at all door openings. Maintenance of temporary openings until final products are installed is required by this Contractor.
10. Provide any necessary traffic control and barricades for work relative to this bid package; coordinate lane closings etc. with Construction Manager and AHJ's prior to such closings. To be coordinated with the site work and building phasing.
11. Provide and maintain temporary fire protection consisting of fire extinguishers as required by the governing authorities.
12. Provide labor and materials for miscellaneous building trash removal and site cleanup not associated in other bid packages. To include two-man crew one day (10 hours) per week for 35 weeks.
13. Pressure wash building, sidewalks, curbs, gutters, asphalt, and concrete paving at the end of the project.
14. Provide site surveying and general control for the project site.
15. Provide labor and equipment to verify layout by other trades, including but not limited to anchor bolts, foundation/footing elevations, and site concrete.
16. 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 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.
17. All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
18. 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.

Mercy HWY 102 Lab and Infusion – Bentonville, AR	01B General Package
BASE BID to provide labor and furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
	Dollars
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:

Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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

4.2 BID PACKAGES COMPANY NAME: _____

BID PACKAGE #02A – SELECT DEMOLITION

Specification Section	Description
Division 00	CONDITIONS OF THE CONTRACT
Division 01	GENERAL REQUIREMENTS *(pertinent portions thereof applicable to the work of this bid package)*
Division 02	EXISTING CONDITIONS
02 41 00	Demolition

(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 including general items listed in section 4.1. The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1) Selective demolition specifically, but not limited to, the following items:
   a) Sheet A-102 Demolition Plan
   b) MEP Demolition found on any drawing labeled M, MD, P, PD, FP, MG, or E by others.
2) Provide removal, protection and turn over the salvaged items to the Construction Manager. See General Demolition Notes on sheet A-102
3) Coordinate demolition with Flooring Installer, Plumbing, Mechanical and Electrical contractors for locations and termination of services in demolition areas. Contractor to coordinate schedule dates with the appropriate contractors and the Construction Manager.
4) Demolish and Removal of concrete as shown in the documents. Deviation from plans must be authorized by Flintco.
5) Contractor is responsible for proper disposal of all waste materials, including Electrical and Plumbing fixtures.
6) Contractor shall provide, install, and remove all shoring and temporary supports required for demolition and construction of new walls until permanent supports are in place.

7) Contractor shall coordinate with Construction Manager and other trades so that all items to remain are properly protected, capped, temporarily supported, and/or removed prior to demolition.
8) All demolition and construction activities shall be coordinated with the Construction Manager and Owner to minimize disruption of normal daily functioning of residents and staff. Contractor shall take necessary precautions to prevent damage to Owner's occupied areas adjacent to areas of construction or occupied areas where various system connections or extensions are required.
9) Maintaining dust and cleanliness protection by Mercy Policies.
10) If items are found that contain lead or asbestos, notify the Construction Manager in writing.
11) Project Record Documents: Accurately record actual locations of capped utilities, subsurface obstructions, and other items field verified as different from construction documents.
12) Contractor will be required to do all notifications required to the Department of Labor and DEQ.
13) It is the responsibility of this contractor to maintain a clean and safe working environment in accordance with applicable codes.
14) Include multiple mobilizations.
15) Contractor responsible for on-site dumpsters required for the scope of work of this bid package.
16) It is the responsibility of this contractor to perform all necessary MEP make-safe.
17) Demolition of the existing structures to the extents shown in the Construction Documents.
18) Contractor to make separations as required for neat demolition process.
19) Contractor shall provide/install proper dust control measures.
20) Haul off and Disposal of debris generated from demolition activities.
21) Contractor shall include a watch person for all areas accessible to the public to ensure public safety.
22) All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
23) 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.

Mercy HWY 102 Lab and Infusion - Bentonville, AR	02A Selective Demolition
BASE BID to provide labor and furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
	Dollars
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:

Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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

4.2 BID PACKAGES COMPANY NAME: _____

BID PACKAGE #03A – BUILDING CONCRETE

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT *(pertinent portions thereof applicable to the work of this bid package)*
Division 03	CONCRETE
03 05 16	Under slab Vapor Barrier
03 33 00	Cast-in-Place Concrete
Division 07	THERMAL & MOISTURE PROTECTION
07 92 00	Joint Sealants

(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

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1. It is the intent and meaning of this bid package for this Contractor to provide labor, material, equipment and services for a complete scope of building and site concrete in accordance with the Contract Documents, and that all labor for items and accessories necessary, reasonably incidental, or customarily included, even though each and every item and requirement is not specifically called out or shown, is included in this Contractors scope or work.
2. 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 Manager for work which must be performed by Contractor to meet standard requirements or to comply with the reasonably implied intent of the Contract Documents.

3. 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.
4. 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.
5. Include multiple mobilizations as required for this scope of work. Include multiple crews for each scope of work as required to comply with the phasing schedule.
6. Furnish and install all labor and materials necessary for the building concrete, including, but not limited to slabs on grade, recessed slabs.
7. Furnish and install all reinforcing steel, wire mesh, microfiber reinforcing, and all associated accessories associated with Cast-In-Place Concrete Work for the building etc. including rebar chairs. During construction all vertical reinforcing steel shall have a mandatory 6" 90-degree (Sheppard's Hook) bend for impalement protection. Provide submittals and shop drawings per the Contract Documents not less than one week.
8. Place and finish concrete surfaces as required by the Contract Documents including all rubbing and patching.
9. Provide fine grading of sub-grade prior to placement of drainage rock. Include regrading subgrade after installation of all under slab utilities by other Contractors. Contractor shall fine grade compacted sub-base material for all paved areas, sidewalks, curbs, etc.
10. The slab on grade work will include materials and installation: work to level existing building subgrade pad, form slab edges, rock sub base, under floor vapor barrier, water stop, reinforcing steel, foundation insulation, place and finishing of concrete including specialized curing procedures for polished concrete, layout and cut sawed construction joints, expansion joints and any formed construction joints. Form any block outs or recesses for other trades work that is embedded in the concrete. Pour back of any block out areas.
11. Furnish and install all housekeeping and mechanical pads as shown on the Contract Documents.
12. Furnish all expansion joints, expansion joint material, diamond dowel systems, bentonite rope, dumbbell water stop, misc. water stops, and keyways associated with the scope of work of this bid package.
13. Furnish and install all vapor barrier materials in accordance with the Contract Documents.
14. Provide concrete washout at location coordinated with Construction Manager, then haul-off all concrete washout and debris upon completion of this bid package and/or as directed by Construction Manager. Repair any damage as required and return the area to proposed grade.
15. Provide all layout as required including verification of subgrades.
16. Coordinate material deliveries and concrete pours with Construction Manager a minimum of 48 hours in advance.
17. Concrete pumping or placement conveyance as required by this bid package.
18. Provide and install concrete at block-outs, including expansion joints.
19. Furnish and install provisions for cold and hot weather work as required including but not limited to hot or chilled water, temporary heat, enclosures, blankets, etc.
20. Hazardous and flammable materials and containers shall be safely removed off site by this Contractor and shall not be placed in the project dumpster.
21. Coordinate the work of this bid package with the building.
22. Coordinate locations of existing utilities with AHJ's prior to beginning any work. Repairing any damage to existing utilities is the responsibility of this Contractor.
23. Furnish and install all reinforcing steel and all associated accessories for a complete installation of the concrete paving and sidewalk work as described in the Contract Documents.
24. Place and finish concrete surfaces including all rubbing and patching of exposed concrete as required.
25. Contractor shall accept the coordination of the structural, civil, MEP and architectural drawings. Contractor shall form, place and finish the concrete shown on the architectural, civil, and MEP drawings, even if it is not incorporated into the structural drawings.
26. The Contractor shall coordinate with the testing laboratory. Testing will be paid for by others. Work put in place without specified/required testing documentation shall constitute a lack of

acceptance of work and may require to be redone at discretion of the Construction Manager. All concrete work must be scheduled with Construction Manager allowing for ample time to coordinate with Testing Laboratory. Coordinate all special inspections that are required per Construction Documents.

27. Furnish and install doweling/drilling of reinforcement including epoxy as required by Contract Documents.
28. All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
29. 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.

Mercy HWY 102 Infusion and Lab – Bentonville, AR 03A Building Concrete	
BASE BID to provide labor and furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
	Dollars
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:

Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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 #06B – MILLWORK / CASEWORK

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT *(pertinent portions thereof applicable to the work of this bid package)*
Division 06	WOOD AND PLASTIC
06 10 00	Rough Carpentry (as pertains to this bid package)
06 41 16	Plastic Laminate Casework
Division 07	THERMAL AND MOISTURE PROTECTION
07 92 00	Joint Sealant (as pertains to this bid package)

(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 including general items listed in section 4.1. The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1. Furnish and install all wood, metal, or plastic laminate-faced architectural woodwork, millwork, all counters, display shelving, coat rods, casework, vanities, computer desks, wood handrails, lockers at Equipment, etc. as required by the Contract Documents for a complete installation.
2. Furnish and install countertops, backsplashes, window sills etc. where designated per Contract Documents. Include integral bowls if required by Contract Documents. All PLAM tops and back splashes shall receive PVC edge banding to match the top finish/color.
3. Furnish and install all wood trim including, but not limited to, wood base, plinth blocks, wood casing, wood molding, crown molding, wood shelving, wood corbels, picture molding, wood trim at interior and exterior windows, paint grade exposed plywood and solid wood sheathing, end molding, chair rail, and hand carved hardwood as shown on the Contract Documents.
4. Furnish and install all training casework, countertops, backsplashes, shelving, sinks, etc. as required by the Contract Documents for a complete installation.
5. Furnish and install engineered stone, granite, marble, epoxy resin, and solid surfacing countertops and sinks as required by the Contract Documents. Include all backsplashes.

6. Furnish & install all plywood associated with millwork including that attached to metal framed walls, in-wall blocking provided by separate Contractor.
7. Install shims and/or scribe cabinet bases as necessary for proper fitment of millwork.
8. Furnish and install all materials and fasteners necessary to complete the installation of custom cabinetry/millwork. Including wood and metal counter/shelf supports and wood blocking that is not within the drywall partitions.
9. Furnish and install all accessories, hardware, and misc. hardware as required for complete installation and per Contract Documents (i.e. grommets, cabinet hardware, locks, keys, work surface/countertop supports, resin doors, etc.).
10. Furnish and install all resin panels complete as shown on the Contract Documents. Include all necessary supports, mounting brackets, attachments, and accessories required for complete installation.
11. Furnish and install all wood shelving as required by the Contract Documents.
12. Furnish and install all stainless-steel tops and sinks as indicated in the Contract Documents.
13. Touch-up after installation and prior to final acceptance.
14. Furnish and install wood blocking and solid surface caps at locations shown on the Construction Documents.
15. Provide cutouts for plumbing fixtures, inserts, appliances, outlet boxes, and other fixtures and fittings. Seal contact surfaces of cut edges. Coordinate cutout requirements with the Construction Manager.
16. Furnish and install all electrical chases as required.
17. Furnish and install all adjustable glass shelving in the millwork as indicated in the Contract Documents.
18. Furnish and install all decorative glass with vinyl films in the millwork as shown on the Contract Documents.
19. Furnish and install all fillers, scribe pieces, or other materials as required for a proper installation.
20. Furnish and install caulking and/or wood filler for nail holes and joint cracks as required for aesthetics purposes and as required for a complete installation.
21. Shop finishing of woodwork as required by the Contract Documents.
22. Contractor shall provide a complete submittal including shop drawing not later than 6 weeks following the issuance of a Notice to Proceed by the Construction Manager. Shop drawings to clearly identify the location of all-in wall blocking essential to the installation of this bid package.
23. Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.
24. Furnish and install all caulking and sealants relating to the work of this bid package in accordance with the Contract Documents. Include all caulking at millwork and trim joints such as laminate to laminate joints, countertop to backsplashes, trim edges and joints, etc.
25. Contractor shall be responsible for verifying in-place construction and primary supports. Report, in writing, to Construction Manager any conditions detrimental to proper and timely completion of work in accordance with the project specifications. Include field measurement in existing spaces.
26. Contractor shall make final adjustments and alignments as may be required to the satisfaction of the Construction Manager and the Owner prior to final acceptance and project closeout.
27. Exclude lockers.
28. Provide/install counter and surface protection for installed millwork upon completion and maintain until Owner acceptance.
29. All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
30. 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.

Mercy HWY 102 Infusion and Lab– Bentonville, AR Casework		06B Millwork /
BASE BID to furnish and install materials as required by this bid package and listed specification sections.	**$**	
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**	
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**	
		Dollars
Submitted By: (please sign)		Date

Non-Binding Add Alternate Budget Request Allowance:
Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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 #07B – MEMBRANE ROOFING

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENTS *(pertinent portions thereof applicable to the work of this bid package)*
Division 06	WOOD PLASTICS & COMPOSITES
06 10 00	Rough Carpentry (as pertains to this bid package)
Division 07	THERMAL & MOISURE PROTECTION
07 62 00	Sheet Metal Flashing & Trim
07 62 10	Roof Accessories
07 92 00	Joint Sealants

(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.)

DEFINITION 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 including general items listed in section 4.1. The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1. Furnish and install all roofing systems, including but not limited to membrane roofing, insulation, sheet metal flashing & trim, gutters and downspouts, metal fascia, metal rake trim, scuppers, metal coping, snow guards, rigid insulation and roof accessories complete, in accordance with the Contract Documents and manufacturer's installation instructions.
2. Demo existing roof and crickets for new roof curb. Reference Mechanical Drawings for size.
3. Furnish and install roof hatch and ladder, including but not limited to all associated demo to install.
4. Furnish and install any additional supports shown in the Contract Documents.
5. Furnish and install membrane designated as walkway as shown on A-130
6. Furnish and Install wood blocking and plywood in contact with (under or behind) roofing, sheet metal or flashing material.
7. Furnish and install insulation material for all roofs as specified and as required for positive drainage.

8. Roofing manufacturer's full system warranty and applicator's guarantee for roofing materials and installation, including sheet metal work as specified. Guarantee period to begin at complete project substantial completion.
9. Furnish and install all roof-related flashing and sheet metal for all roof & parapet penetrations, copings, mechanical equipment, support structures, etc. as required for complete installation.
10. All roof flashings per roof penetrations by other trades to be provided by this Contractor.
11. Furnish and install caulking materials associated with the roof, roof expansion joints, sheet metal, and prefabricated roof specialties installation as required by the Contract Documents.
12. All colors and finishes shall be as required by the Contract Documents.
13. Provide and perform all roofing & flashing related testing and quality control work in accordance with the Contract Documents and manufacturer's requirements.
14. Supply all equipment to safely load and install material.
15. Traffic control and roof protection during installation, flagmen and/or barricades below operations to be provided by the Contractor.
16. Provide traffic control and pedestrian control while loading and unloading material, including but not limited to, barricades and flagmen.
17. Provide shop drawings, product data, samples, and etc. as required by the Contract Documents.
18. 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.
19. Include multiple mobilizations as required for this scope of work.
20. Roofing Manufacture Representative to make at least 2 site visits to inspect installation and verify conformance with the manufacture's standard installation procedures. Written reports to be submitted to Construction Manager for verification.
21. All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
22. 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.

Mercy HWY 102 Infusion and Lab – Bentonville, AR	07B Membrane Roofing
BASE BID to provide labor and furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
	Dollars
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:

Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.

$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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

4.2 BID PACKAGES COMPANY NAME: _____

BID PACKAGE #08A – DOORS, FRAMES, & HARDWARE (SUPPLY)

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT *(pertinent portions thereof applicable to the work of this bid package)*
Division 04	MASONRY (as pertains to this bid package)
Division 08	OPENINGS
08 12 13	Hollow Metal Frames
08 14 16	Flush Wood Doors
08 31 00	Access Doors
08 33 13	Coiling Counter Doors
08 71 00	Door Hardware

(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.)

DEFINITION 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 including general items listed in section 4.1. The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1. Furnish all required wood and hollow metal doors and frames in accordance with the Contract Documents, including U.L. Labeled fire ratings for doors as required by the Contract Documents.
2. Supplier is responsible for all doors and hardware shown on the Contract Documents, not just as shown on the schedule.
3. Hardware for access-controlled doors will be submitted no later than 2 weeks after Notice to Proceed is issued by the Construction Manager. This hardware will need to be shipped and delivered early and separate from all other hardware.
4. Complete submittals for frames will be due no later than 3 weeks after Notice to Proceed is issued by the Construction Manager, with the balance of all other submittals due 4 weeks after Notice to Proceed is issued by the Construction Manager.
5. All doors to be factory pre-fit and pre-machined per approved door schedule and finish hardware schedule.

6. Provide Coiling counter door for transaction window.
7. Supplier shall coordinate keying schedule with Construction Manager, Architect and/or Owner as specified in the contract documents. Supplier is responsible for providing the required amount of keys to the Owner.
8. All finish hardware sets to be individually marked for each opening per the contract documents. Upon delivery all hardware is to be grouped and stored together for each opening. Furnish grouped hardware list to Construction Manager.
9. Furnish and deliver finish hardware required for hollow metal doors, wood doors, etc. including electric strikes as shown on the Contract Documents. Exclude hardware for aluminum doors.
10. Upon delivery, Contractor must inventory hardware delivered with the hardware installer and assist with setting up a hardware storage lockup. All shortages must be documented and delivered within 24 hours. Deliver completed inventory to Construction Manager. Any items not found during installation will be checked against the list. If the item is shown on the list, the supplier/installer shall replace the item at no additional cost to the Owner.
11. Furnish metal glazing beads with mitered corners for transoms, sidelights, interior glazed panels and louvers as required by the contract documents. (Glazing by others)
12. Furnish frames with all necessary preparation to receive hardware per approved hardware schedule, including rubber silencers.
13. Furnish all frame anchors for various wall types per the Contract Documents and two metal channel spreaders.
14. If welded spreader bars are supplied at bottom of frames, for shipping purposes, this contractor is responsible for removal of spreader bar(s) and repair of frame where bar(s) were removed
15. All doors and frames to be clearly individually marked for each opening per the Contract Documents.
16. Supplier shall handle, ship, and store materials in accordance with the Contract Documents. Upon receipt, all material having defects will be rejected, shall not be used, and shall be replaced immediately by this supplier at no additional cost.
17. All doors to be factory pre-fit and pre-machined per approved door schedule and finish hardware schedule.
18. Include glass lites, glazing and trim in wood doors if specified as factory installed per the Contract Documents.
19. Furnish all inserts, view frames, etc., per the contract documents. Supplier shall furnish wood filler that matches finish of doors for the purpose of filling nail holes once view frame stops are installed. All wood stops provided for doors shall be factory cut to fit in designated openings.
20. All wood and FRP doors shall be factory finished as specified and required by the contract documents.
21. Coordinate sequence and shipping with the Construction Manager.
22. Furnish all inserts, view frames, etc., per the Contract Documents. Where inserts or view frames occur in rated doors, Contractor is to provide rated inserts or view frames.
23. All doors to be adequately protected and marked with their corresponding frame by the supplier.
24. Supplier shall handle, ship, receive and store materials in accordance with the Contract Documents. Upon receipt, all material having defects will be rejected, shall not be used, and shall be replaced immediately by this supplier at no additional cost.
25. Coordinate sequence, shipping, and receiving with the Construction Manager.
26. Door and quantities of doors shall be delivered to the jobsite and received in a sequence that coincides with the scheduled phasing of the interior project.
27. Upon delivery, supplier/contractor shall inventory all doors and frames with installer(s) and Construction Manager. All shortages must be documented in writing and delivered within reasonable time of notification of shortage.
28. Include all applicable state and local sales tax.
29. Provide submittals as required by the Contract Documents.
30. All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.

Mercy HWY 102 Infusion and Lab – Bentonville, AR	08A Doors, Frames & Hardware (Supply)
BASE BID to provide labor and furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
	Dollars
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:
Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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 #08B – DOORS, FRAMES, HARDWARE, & SPECIALTIES (INSTALL)

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT *(pertinent portions thereof applicable to the work of this bid package)*
Division 04	MASONRY (as pertains to this scope of work)
Division 06	WOOD PLASTICS & COMPOSITES
06 16 00	Rough Carpentry (as pertains to wood door installation)
Division 08	OPENINGS
08 12 13	Metal Doors & Frames (as pertains to this scope of work)
08 14 16	Flush Wood Doors (as pertains to installation)
08 33 13	Coiling Counter Doors (as pertains to installation)
08 71 00	Door Hardware (as pertains to installation)
Division 10	SPECIALTIES (as pertains to this scope of work)
10 21 23	Cubicle Curtains and Track
10 26 00	Wall Protection and Door Protection
10 44 00	Fire Protection Specialties

(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 including general items listed in section 4.1. The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1. Install all doors, hardware and specialty items per Contract Documents. Provide all fasteners and miscellaneous hardware as required for complete installation.

2. Install specialty items including but not limited to corner guards, mirrors, curtain rods, bathroom accessories and partitions, visual display surfaces, tack boards, aluminum letters, interior signage, etc.
3. Install specialty items provided by the owner by Equipment Schedule on I-120B or noted as noted in Contract Documents to be installed by Contractor. Install per cut sheets and installation provided by Owner or Construction Manager.
4. Coordinate with door, hardware, specialty Supply Company to rectify any shortage or additional materials needed to complete every installation.
5. This Contractor shall be responsible for receiving, unloading, inventorying, storing and inspecting for shipping damage all materials related to the above specification sections. All shortages MUST be documented in writing within 24 hours of delivery.
6. All doors to be factory pre-fit and pre-machined per approved door schedule and finish hardware schedule.
7. Include glass lites, glazing and trim in wood doors if specified as factory installed per the Contract Documents.
8. Furnish all inserts, view frames, etc., per the contract documents. Supplier shall furnish wood filler that matches finish of doors for the purpose of filling nail holes once view frame stops are installed. All wood stops provided for doors shall be factory cut to fit in designated openings.
9. All wood and FRP doors shall be factory finished as specified and required by the contract documents.
10. After acceptance of inventoried material, this Contractor shall unload and store the doors and hardware in accordance with the Contract Documents and as directed by the Construction Manager.
11. This Contractor will provide adequate protection when storing doors after delivery.
12. Coordinate sequence of installation, which coincides with the scheduled phasing of the project, with the Construction Manager.
13. Contractor to include in this Bid Package an allowance of $3,500 for repair of damaged door frames.
14. Contractor shall provide all labor, on-site supervision, services, material, fasteners, equipment, tools and supplies necessary for or incidental to the complete installation of all the above-mentioned specification sections.
15. This Contractor will adjust all doors, frames and hardware for proper swing and closure.
16. Install finish hardware for hollow metal and wood doors, hold open devices, etc. as shown on the Contract Documents. Finish hardware for aluminum doors will be installed by others.
17. The hollow metal frames will be installed by others. Adjusting frames is a requirement of this contract.
18. Any materials lost or damaged during the installation process shall be repaired or replaced by this Contractor at no cost to the Owner UNLESS shortages are documented as required by Item #47 above.
19. This Contractor shall make final adjustments and alignments of all items as may be required to satisfy the Construction Manager and the Owner prior to final acceptance and project closeout.
20. This Contractor should expect no fewer than 5 call backs during the warranty process and one call back at the one year walk through to make any repairs or adjustments outside standard maintenance issues.
21. This Contractor shall coordinate delivery and installation dates with Construction Manager.
22. This Contractor shall be responsible for moving all materials included in this bid package from a staging area to each respective opening for installation. Any materials damaged due to this relocation and installation process shall be repaired and replaced by this Contractor.
23. Install caulking at door threshold as required by Construction Documents.
24. Provide field measurements and layout as required for installation. Coordinate locations with design documents.
25. All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
26. 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.

Mercy HWY 102 Infusion and Lab – Bentonville, AR 08B Doors, Frames, Hardware, Specialties (Install)	
BASE BID to install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
	Dollars
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:
Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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

4.2 BID PACKAGES COMPANY NAME: _____

BID PACKAGE #08L – GLASS & GLAZING

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT *(pertinent portions thereof applicable to the work of this bid package)*
Division 07	THERMAL AND MOISTURE PROTECTION
07 92 00	Joint Sealants (as pertains to this scope of work)
Division 08	OPENINGS
08 12 13	Hollow Metal Frames
08 30 00	Clean Room Doors and Windows
08 42 29	Automatic Entrances
08 41 13	Aluminum-Framed Storefronts
08 71 00	Door Hardware
08 80 00	Glazing
08 87 23	Safety and Security Films
Division 28	ELECTRONIC SAFETY AND SECURITY
28 05 00	Basic Electronic Safety and Security System Requirements
28 13 00	Electronic Access Control (ACS) (as pertains to this scope of work)

(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.)

DEFINITION 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 including general items listed in section 4.1. The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1. Furnish and install aluminum storefront and entrance systems including entrance doors, automatic door openers, door frames, fixed light framing, sliding service windows, in fill panels, finish hardware (preparation, installation, furnish as specified), glass and glazing, weather

stripping, miscellaneous related aluminum, thresholds, anchors, brackets, attachments, sealants and all other accessories specified and necessary for a complete installation per the Contract Documents.
2. Contractor shall furnish and install storefront hardware required for a complete installation of the storefront system per the Contract Documents.
3. Contractor shall coordinate for all security and low voltage access as needed per Contract Documents and provide field adjustments as needed with others.
4. Furnish and install glazing of all aluminum storefronts, hollow metal frames and doors, and wood doors in accordance with the Contract Documents including sealants and gaskets.
5. Furnish and install all windows shown with the Contract Documents including but not limited to transaction window.
6. Contractor shall supply complete submittals no later than 4 weeks following issuance of Notice to Proceed by the Construction Manager.
7. Furnish and install colored/tinted and/or specialty glass as indicated in the Construction Documents.
8. Furnish and install all interior and exterior caulking for this bid package in accordance with the Contract Documents.
9. Remove all labels, part numbers, sealant, stickers, tape, installation pencil marks, etc. from all components after installation. Provide initial cleaning including removal of fabrication markings.
10. Perform/provide all testing and certification as required by the Contract Documents.
11. Furnish and install all break metal, closures, covers, and flashings as required for a complete installation.
12. Furnish and install all unframed mirror glass, attachments, anchors, shims and sealants required for a complete installation. Exclude manufactured mirror systems. Installation of glazing stops in all wood and hollow metal frame and door locations.
13. Provide engineered calculations and state licenses such as required by the Contract Documents.
14. Collapse all glazing crates prior to placing in the dumpster.
15. Contractor to provide all equipment, scaffold, and safety provision for a complete installation.
16. Provide all fasteners, clips, flashing, closures and trim, etc. for a complete installation per the Contract Documents and manufacturers recommendations.
17. Furnish and install all window blocking, flashing as required for a complete installation including blocking as required for break metal support.
18. Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.
19. Provide submittals as required by the Contract Documents.
20. Include multiple mobilizations as required for this scope of work.
21. All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
22. 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.

Mercy HWY 102 Infusion and Lab – Bentonville, AR	08L Glass & Glazing
BASE BID to furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
	Dollars
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:

Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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

4.2 BID PACKAGES COMPANY NAME: _____

BID PACKAGE #09C – METAL FRAMING, SHEATHING, DRYWALL, ACT, & FRP

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT *(pertinent portions thereof applicable to the work of this bid package)*
Division 05	METALS
05 12 00	Structural Steel Framing
05 50 00	Metal Fabrications
Division 06	WOOD PLASTICS & COMPOSITES
06 10 00	Rough Carpentry (as pertains to this bid package)
Division 07	THERMAL & MOISTURE PROTECTION
07 84 00	Firestopping
07 92 00	Joint Sealants (as pertains to this bid package)
Division 08	OPENINGS
08 11 13	Metal Doors & Frames (as pertains to installation of frames)
08 30 00	Clean Room Doors and Windows (as pertains to installation)
08 31 00	Access Doors and Panels(as pertains to installation)
Division 09	FINISHES
09 21 16	Gypsum Board Assemblies
09 51 00	Acoustical Ceilings

(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.)

DEFINITION 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 including general items listed in section 4.1. The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1. Furnish and install the Cold Formed Metal, Light Gauge Framing, Exterior Sheathing, Gypsum Drywall, FRP Panels and Acoustical Ceilings, and supplementary items as shown on the Contract Documents for completing each item of this bid package. It is the intent and meaning of this bid package for this Contractor to provide a Cold Formed Metal, Light Gauge Framing, Exterior Sheathing, Gypsum Drywall and Acoustical Ceilings and treatment systems which are complete and 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. This Contractor is to review the provided schedule and include all labor, man hours and equipment necessary to complete this bid package within the allotted time frame.
2. Furnish and install the building insulation including insulation blankets / batts, safing insulation, insulation strapping, sound batts and all necessary accessories in conjunction with the drywall and cold-formed framing work. Include all insulation captured within framing work. This scope excludes perimeter insulation at foundations and roof insulation and rigid insulation behind brick or metal panels.
3. Furnish moisture and mold resistant moisture gyp board on the interior face of all exterior walls.
4. Furnish and install tile backer board (Denshield or cement board) at restroom walls behind ceramic tile. Excludes walls with ceramic base only.
5. Install access panels provided by others for ceiling or wall access
6. All walls to receive large format ceramic or porcelain tile to have a flatness of 1/8" per 10'.
7. Insulate between the joist seats with batt insulation.
8. Furnish and install sill sealer as shown in the Contract Documents.
9. Furnish and install all interior wall or ceilings expansion joint cover.
10. Coordinate special inspections with Construction Manager per the Contract Documents.
11. Furnish and install the gypsum board systems, including metal framing, metal furring, gypsum board, gypsum sheathing, dens glass, fire rated acoustical sealants, and gypsum board accessories.
12. Furnish and install all uni-strut and cable as required for ceiling systems.
13. Unload, inventory, inspect, store, distribute and install all hollow metal door frames and window frames in drywall. Include the distribution of frames from a centrally located area. Contractor to verify frames are plumb and level to the satisfaction of the Construction Manager.
14. Furnish and install all control joints in gypsum wall systems and ceilings in accordance with the Contract Documents and as recommended by Industry Standards.
15. Furnish and install access panels in gypsum wall systems and ceilings, as shown on the Contract Documents. Frame and install access panels as furnished by other trades.
16. Furnish and install all light gauge metal backing and bracing in walls as required by the Contract Documents.
17. Furnish and install all material required to fill deck flutes with blocking, w/fire safing and fire caulk at top of fire wall at roof deck penetrations at Metal stud and CMU walls for a complete fire/smoke rated wall and/or ceiling assembly.
18. Seal all plenum spaces.
19. Furnish and install all clips as required by Contract Documents
20. Furnish and install all light gauge framing at exterior soffits as shown on the Contract Documents.
21. Furnish and install metal furring channels.
22. Furnish and install all light gauge metal / wood backing, wood blocking, and bracing in walls as required by the contract documents for handrails, millwork, toilet accessories, fire extinguishers, speakers, marker boards, chalk boards, tack boards, TV/VCR brackets, metal ladders, projection screens, window blinds and shades, exterior metal panels, etc. This list is not meant to be all inclusive but to illustrate some of the items that will require blocking/backing for items installed in the drywall systems.
23. This scope of work does not include the roof parapet blocking or out-of-wall blocking at the custom metal wall cladding.
24. Contractor shall provide and install fire rated plywood on all walls in all electrical, IDF, MDF, and as noted in the Contract Documents.
25. Furnish and install acoustical panels including wood blocking and insulation as required for installation per the Contract Documents.

26. Framing of openings in drywall and ceiling surfaces for doorframes, ductwork, plumbing items, electrical items, glass & glazing, reveals, trims, moldings, etc. as required by the Contract Documents.
27. Furnish and install all glass fiber reinforced plastic panels (FRP) as shown on the contract documents.
28. Furnish and install fire caulking, fire safing, firestopping and acoustical sealants (including structural steel and decks) excluding the fire caulking and acoustical sealants around other trade's penetrations.
29. Furnish and install all abuse resistant drywall where required by the Contract Documents.
30. Furnish and install acoustical wall and ceiling panels and baffles as shown on the Contract Documents. Include fabric, mounting brackets and accessories required for a complete installation.
31. Furnish all engineering, engineering calculations, signed and sealed drawings, state licenses, etc. as required by the Contract Documents for the scope of work as defined by this bid package. For bidding purposes, include the size and gauge of studs shown on the Contract Documents.
32. Furnish and install hanger wires for ceiling fixtures and components as required by the contract documents. Include required hanger wires for mechanical and electrical fixtures and components.
33. Furnish sprinkler head cutouts small enough to be covered by the escutcheon in both drywall and acoustical ceilings.
34. Furnish drywall and acoustical ceiling cutouts for all MEP penetrations as shown on the Contract Documents.
35. Furnish and install blocking or supports for all wall and ceiling mounted equipment specialty installation scope and Owner installation. Reference drawing I–120B for Equipment schedule. Coordinate with other trades and Construction Manager for locations.
36. Provide plan showing control joint layout for approval.
37. Provide shop drawings and samples as required by the Contract Documents.
38. Provide an allowance of $10,000.00 for damage by others repair. Payment will be made on T&M basis. This will not replace repairs normally required as a part of this scope and owner acceptance. Use of this allowance must be approved by the CM prior to additional repairs of damage by others or used by the discretion of the Construction Manager.
39. All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
40. 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.

Mercy HWY 102 Infusion and Lab – Bentonville, AR 09C Metal Framing, Sheathing, Drywall, ACT, & FRP	
BASE BID to provide labor and furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
@	Dollars
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:

Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.

$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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		

4.2 BID PACKAGES COMPANY NAME: _____

BID PACKAGE #09G – CARPET, WOOD, RESILIENT FLOORING, BASE, & TILE

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT *(pertinent portions thereof applicable to the work of this bid package)*
Division 07	THERMAL & MOISTURE PROTECTION
07 92 00	Joint Sealants
Division 09	FINISHES
09 05 61	Common Work Results for Flooring Preparation
09 30 00	Tiling
09 65 19	Resilient Flooring
09 68 13	Tile Carpeting

(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.)

DEFINITION 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.

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1. Furnish and install all flooring as specified above for a complete installation, including all accessories as required per the contract documents. Include all carpets, carpet tile, sheet vinyl, linoleum, VCT, resilient flooring and base, luxury vinyl tile, wood flooring, and tile (floors and walls) as shown.

2. Furnish and install all tile flooring and wall tile as specified for a complete installation, including all accessories as required per the Contract Documents. *Exclude tile T-4 in room 37 Hydro from Contractor's scope of work.*
3. Provide all wall preparation and cleaning of surfaces to receive applied products.
4. Provide all minor slab, floor preparation, including floor patch and cleaning of surfaces to receive applied products.
5. Provide and install metal edge strips as it pertains to this scope of work in accordance with the Contract Documents.
6. Continue flooring under millwork and install rubber base at millwork as required by the Contract Documents.
7. Provide and install anti-fracture membrane as required by the Contract Documents.
8. Furnish and install minor floor patching of slab at the following rates: Resilient or Sheet Vinyl Flooring - One 10lb bag of patch for every 300sf of new construction and 200sf of remodel; Carpet - One 10lb bag of patch for every 500sf of new construction and 400sf of remodel. The patch material shall meet every flooring manufacturer's requirements for the project. Minor floor patching is in addition to skim coating and floor preparation required by contract documents or manufacturer's recommendations for products provided under this bid package. The quantities shall be held as an allowance and returned to the owner at the end of the project if not used. Document and coordinate all usage with the onsite superintendent.
9. Contractor is to notify Construction Manager in writing within 30 days of notice to proceed if any of the curing or sealing materials specified in Section 03 30 00 are in conflict with manufacturer's recommendations for products provided under this bid package. Failure to do so will result in correction of any issues arising from such conflicts becoming the responsibility of this bid package.
10. Walls at new construction are to meet flatness requirements as specified. It is the responsibility of this contractor to meet any requirements by manufacturers of products provided under this bid package that exceeds said requirements.
11. Slabs at new construction are to meet flatness requirements as specified in Sections 03 30 00. It is the responsibility of this Contractor to meet any requirements by manufacturers of products provided under this bid package that exceed said requirements.
12. Contractor is to coordinate the tile joints with the control joints in the slab and provide and install color caulk to match grout.
13. Furnish and install all taping of joints in tile backer board as required prior to installation of tile. Exclude installation of backer board.
14. Provide grout colors and grout sealants as specified.
15. Provide maintenance stock of materials as specified at the close of the project for use by the Owner per the Contract Documents.
16. Layout for this scope of work shall be done to eliminate slivers and even out the first and last row of materials.
17. All large format tile to be installed with a Tile Leveling & Alignment System.
18. Furnish and install caulking and sealants within and adjacent to this work.
19. Furnish and install waterproofing and sealer products associated with this bid package and as required by the contract documents. Include the waterproofing membrane at the shower walls and floors as indicated. Provide shower drain, floor troughs, and floor drains that are integral to the waterproofing system Manufacture.
20. Furnish and install all transitions at tile floors for a complete installation.
21. New trowels with the recommended notch are to be used to ensure the proper amount of adhesive is applied.
22. Tile is to be cut as tightly and cleanly as possible around any floor or wall penetration so as to ensure good coverage by escutcheons.
23. Provide temporary task lighting beyond OSHA minimum requirements as required by the scope of work in this bid package.
24. Furnish and install all rubber, tile, & carpet floor base as required by the Contract Documents.
25. Moisture testing prior to installation of flooring if required per the Contract Documents.
26. Furnish and install control and expansion joints as required for the scope of work of this bid package.
27. Provide initial cleaning of installed products upon completion to include removal of dirt and debris in accordance with the manufacturer's recommendations.

28. Furnish and install all work required to complete the rubber base, wall corners, bull nose, thresholds, and transitions, etc. in accordance with the Contract Documents.
29. Walls on existing slabs. It is the responsibility of this Contractor to meet any requirements by manufacturers of products provided under this bid package that exceed said requirements.
30. Provide/install floor protection for installed flooring upon completion and maintain until Owner acceptance.
31. Provide temporary task lighting beyond OSHA minimum requirements as required by the scope of work in this bid package.
32. Provide submittals as required by the Contract Documents.
33. All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
34. 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.

Mercy HWY 102 Infusion and Lab – Bentonville, AR	09G Carpet, Wood, Resilient Flooring, Base, & Tile
BASE BID to provide labor and furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
@	Dollars
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:
Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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		

4.2 BID PACKAGES COMPANY NAME: _____

BID PACKAGE #09U – PAINTING

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT (pertinent portions thereof applicable to the work of this bid package)
Division 07	THERMAL & MOISTURE PROTECTION
07 92 00	Joint Sealants (as pertains to this bid package)
Division 08	OPENINGS
08 12 13	Hollow Metal Frames (as pertains to this bid package)
Division 09	FINISHES
09 21 16	Gypsum Board Assemblies (as pertains to this bid package)
09 90 00	Painting and Coating - Healthcare Facility Guide Specification

(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.

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1. Furnish and install all paint to the specified exposed interior and exterior surfaces that are not pre-finished in accordance with the Contract Documents and manufacturer's requirements. Include surface preparation, sanding, surface cleaning, prime coats, finish coats, and protection.
2. Include preparation (tape, mud, and finish) of existing surfaces to receive paint.
3. Include all taping, bedding, fire taping, and finishing of gypsum drywall as required.

4. Paint all MEP piping, conduit, ductwork, hangers, supports, machinery, and equipment (excluding operating parts and factory pre-finished items) as required by the Contract Documents. This includes piping called to be painted on the roof.
5. Tape, Bed and seal around electrical penetrations in electrical room prior to painting.
6. Contractor responsible for repairs on all demo walls etc. required by the Contract Documents. See all demo plans and notes.
7. Furnish and install all caulking and sealants relating to the work of this bid package in accordance with the Contract Documents, including hollow metal frames to masonry, gypsum board and floor surfaces.
8. Cosmetic caulking at dissimilar materials as required for a complete finished product including but not limited to:
   -- Caulk both sides of interior hollow metal door frames and window frames to gypsum board, masonry, concrete, etc.
   -- Caulk interior sides of exterior hollow metal door and aluminum window frames to gypsum board.
   -- Caulk/putty millwork and/or trim. Coordinate work with millwork installation.
   -- Caulk transition between counter tops, backsplash, sills and other finish cabinetry to gypsum board as required.
9. Contractor shall provide a level 4 finish throughout the project except for walls designated for level 5 on the Contract Documents and/or walls that receive interior design graphics.
10. Furnish and install all stain or paint on wood doors, exposed wood, exposed plywood, trim, and millwork if not pre-finished.
11. Prepare and paint all miscellaneous metals including handrails, stairs, ladders, metal flashing, canopy framing, architectural steel, pipe bollards, brick lintels, etc. which are not pre-finished.
12. Prepare and paint all exposed ductwork.
13. Prepare and paint exposed structure per Contract Documents.
14. Prepare and paint all above head MEP conduit, piping, and ductwork in exposed structure areas.
15. Provide and install concrete sealer per the Contract Documents, including joint sealant in control joints.
16. Prepare and paint Roof Ladders.
17. Provide protection of installed surfaces until Owner acceptance.
18. Hazardous and flammable materials and containers shall be safely removed off site by this Contractor and shall **not** be placed in the project dumpster.
19. Provide temporary task lighting beyond OSHA minimum requirements as required by the scope of work in this bid package.
20. Provide positive ventilation as required by AHJ's.
21. Coordinate the final coat of paint of all surfaces with the Construction Manager and provide all touch up as necessary prior to final acceptance.
22. Clean off all paint overspray, including but not limited to, floors, windows, light fixtures, equipment, walls, ceiling tile, and grid, etc. to restore objects to like new condition. Coordinate the cleaning supplies to be used with manufacturer's recommended products for all surfaces that may need to be cleaned.
23. Paint acoustical panels as required. Coordinate painting of panels with framing Contractor.
24. Paint inside of return air plenums as required by the Contract Documents.
25. Paint all supply and return air grilles as required by Contract Documents. Also, all access panels are to be painted to match surrounding.
26. Provide an allowance of $5,000.00 for wall and paint repair for damage by others. Payment will be made on T&M basis. This will not replace minor touch ups and repairs normally required as a part of final paint and owner acceptance. Use of this allowance must be approved by the CM prior to additional touchup of damage by others.
27. Provide submittals as required by the Contract Documents.
28. Include multiple mobilizations as required for this scope of work.
29. All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
30. 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.

Mercy HWY 102 Infusion and Lab – Bentonville, AR	09U Painting
BASE BID to provide labor and furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
	Dollars
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:
Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD
Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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

4.2 BID PACKAGES COMPANY NAME: _____

BID PACKAGE #10A – SPECIALTIES (SUPPLY)

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENTS *(pertinent portions thereof applicable to the work of this bid package)*
Division 10	SPECIALTIES
10 21 16	Cultured Marble Tub and Shower Components
10 21 23	Cubicle Curtains and Track
10 26 00	Wall and Door Protection
10 44 00	Fire Protection Specialties

(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.)

DEFINITION OF TERMS

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

Bidders are required to comply with all items included in the Constructions 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.

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1. Furnish all specialty items listed above including but not limited to corner guards, knox box, access panels, display boards, aluminum letters, toilet partitions, toilet accessories, curtain & track, fire extinguishers, and flagpole. Including items on Equipment Schedule on Sheet I-120B listed as provided by Contractor.
2. Interior signage is excluded from the Contractor's scope of work.
3. Submit detailed shop drawings and installation instructions for architect's review. Field measurements are required.

4. Supplier shall furnish, deliver, unload, and inventory all required materials and accessories to the jobsite, in the above listed specification section. Materials shall be bundled, packaged and/or palletized per room number with the location clearly denoted on the package.
5. Supply a template for each accessory and installation instructions prior to the installation.
6. Tag all fire extinguishers with inspection approval by AHJ.
7. Supply a template for each cabinet size and installation instructions prior to the installation.
8. Provide all fasteners and accessories specific to each application so it can be completely installed.
9. Finish shall be as specified in the Contract Documents.
10. Include all state and local sales tax.
11. Include expedited shipping cost.
12. All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.

Mercy HWY 102 Infusion and Lab – Bentonville, AR Supply	10A Specialty
BASE BID to provide labor and furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
	Dollars
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:

Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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		

4.2 BID PACKAGES COMPANY NAME:_____

BID PACKAGE #10H – LOCKERS

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT (pertinent portions thereof applicable to the work of this bid package)
Division 06	WOOD AND PLASTIC
06 10 00	Rough Carpentry (as pertains to this bid package)
06 41 16	Architectural Casework
Division 07	THERMAL AND MOISTURE PROTECTION
07 92 00	Joint Sealants (as pertains to this bid package)
Division 10	SPECIALTIES
Division 23	HEATING VENTILATING & AIR-CONDITIONING (HVAC) (as pertains to this bid package)
Division 26	Electrical (as pertains to this bid package)
Division 27	Communications (as pertains to this bid package)

(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.

1. Assume all work can be completed during operating hours, except for demolition and loud, disruptive work. Operating hours: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM. Closed on: Wednesday, Saturday, and Sunday.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1. Furnish and install all wood, metal, or plastic laminate-faced architectural woodwork, millwork, all counters, display shelving, coat rods, , casework, vanities, computer desks, wood handrails, etc. as required by the Contract Documents for a complete installation of the student athlete lockers.

2. Furnish and install all wood trim including, but not limited to, wood base, plinth blocks, wood casing, wood molding, crown molding, wood shelving, wood corbels as shown on the Contract Documents.
3. Furnish and install all custom-built wood benches as shown on the Contract Documents. Include all necessary supports, attachments, finishes, upholstery, seat padding, fabric and accessories required for a complete installation.
4. Install shims and/or scribe locker bases as necessary for proper fitment of millwork.
5. Furnish and install all materials and fasteners necessary to complete the installation of custom lockers. Including wood and metal counter/shelf supports and wood blocking that is not within the drywall partitions.
6. Furnish and install all accessories, hardware, and misc. hardware as required for a complete installation and per Contract Documents (i.e. grommets, cabinet hardware, locks, keys, work surface/countertop supports, resin doors, etc.).
7. Furnish and install all resin panels complete as shown on the Contract Documents. Include all necessary supports, mounting brackets, attachments, and accessories required for a complete installation.
8. Furnish and install all wood shelving as required by the Contract Documents.
9. Furnish and install all stainless steel as indicated in the Contract Documents.
10. Touch-up after installation and prior to final acceptance.
11. Furnish and install wood blocking and solid surface caps at locations shown on the Construction Documents.
12. Provide cutouts for plumbing fixtures, inserts, appliances, outlet boxes, and other fixtures and fittings. Seal contact surfaces of cut edges. Coordinate cutout requirements with the Construction Manager.
13. Furnish and install all electrical chases as required.
14. Furnish and install all fillers, scribe pieces, or other materials as required for a proper installation.
15. Furnish and install caulking and/or wood filler for nail holes and joint cracks as required for aesthetics purposes and as required for a complete installation.
16. Shop finishing of woodwork as required by the Contract Documents.
17. Contractor shall provide a complete submittal including shop drawing not later than 6 weeks following the issuance of a Notice to Proceed by the Construction Manager. Shop drawings to clearly identify the location of all in wall blocking essential to the installation of this bid package.
18. Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.
19. Furnish and install all caulking and sealants relating to the work of this bid package in accordance with the Contract Documents. Include all caulking at millwork and trim joints such as laminate to laminate joints, countertop to backsplashes, trim edges and joints, etc.
20. Contractor shall be responsible for verifying in-place construction and primary supports. Report, in writing to Construction Manager any conditions detrimental to proper and timely completion of work in accordance with the project specifications. Include field measurement in existing spaces.
21. Contractor shall make final adjustments and alignments as may be required to the satisfaction of the Construction Manager and the Owner prior to final acceptance and project closeout.
22. 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.

Mercy HWY 102 Infusion and Lab – Bentonville, AR	10H Lockers
BASE BID to furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
	Dollars
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:
Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____

2. _____ Dated: _____

3. _____ Dated: _____

Bidder acknowledges receipt of the following Construction Manager Clarifications:

1. _____ Dated: _____

2. _____ Dated: _____

3. _____ Dated: _____

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		

4.2 BID PACKAGES COMPANY NAME: _____

BID PACKAGE #12A – MANUAL & MOTORIZED ROLLER SHADES

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT *(pertinent portions thereof applicable to the work of this bid package)*
Division 08	OPENINGS
08 43 13	Aluminum Framed Storefront (as pertains to this bid package)
08 80 00	Glazing (as pertains to this bid package)
Division 12	FURNISHINGS
12 24 00	Window Shades

(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.)

DEFINITION 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.

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1) Contractor shall furnish, deliver to project, and install all required manual and motorized roller shades complete with all required accessories in the Contract Documents.
2) Contractor shall field verify all dimensions.
3) Contractor shall furnish and install all required mounting devices, accessories, and fasteners necessary for installation of all manual and motorized roller shades.
4) Finish shall be as specified in the contract documents.

5) Contractor shall be responsible for verifying in-place construction and primary supports. Report, in writing, to Construction Manager any conditions detrimental to proper and timely completion of work in accordance with the contract documents.
6) Contractor shall make final adjustments and alignments as may be required to the satisfaction of the Construction Manager and Owner prior to final acceptance.
7) Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.
8) Contractor to coordinate power supply locations with the electrical Contractor for the motorized shades.
9) All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
10) 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.

Mercy HWY 102 Infusion and Lab – Bentonville, AR 12A Manual & Motorized Roller Shades	
BASE BID to provide labor and furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
Dollars	
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:

Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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		

4.2 BID PACKAGES COMPANY NAME:_____

BID PACKAGE #21A – FIRE PROTECTION

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENTS *(pertinent portions thereof applicable to the work of this bid package)*
Division 07	THERMAL AND MOISTURE PROTECTION
07 92 00	Joint Sealants (as pertains to this bid package)
Division 08	OPENINGS
08 31 00	Access Doors (as pertains to this bid package)
Division 21	FIRE PROTECTION
21 05 00	Basic Fire Suppression Requirements
21 05 05	Fire Suppression Demolition for Remodeling
21 05 29	Fire Suppression Supports and Anchors
21 05 50	Seismic Requirements for Equipment and Supports
21 13 13	Water Based Fire Suppression Systems
21 05 53	Fire Suppression Identification
21 13 02	Fire Protection Performance Based Design
Division 22	PLUMBING (as pertains to this bid package)
Division 23	HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) (as pertains to this bid package)
Division 26	ELECTRICAL (as pertains to this bid package)
28 31 01	Fire Alarm and Detection Systems Addressable (as pertains to this bid package)

(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.

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.

2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

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 include and make safe, selective demolition and temporary connections to isolate construction areas shown in Contract Documents to maintain an operational building for Owner.
3. Contractor shall remove existing sprinkler heads, piping, hangers, brackets, accessories, etc. for the new floor plan.
4. Furnish and Install all Seismic Requirements required for this scope.
5. Contractor shall provide all items necessary and coordinate as required with the fire alarm Contractor to ensure a complete and operable fire alarm system as it relates to the fire sprinkler system.
6. Contractor shall expedite the hydraulic calculations and piping drawings in an effort to coordinate all routing and work with the MEP trades to ensure a system that fits in available spaces and with the work of others.
7. Within six (6) weeks after issue date of a Notice to Proceed by Construction Manager this Contractor shall provide preliminary shop drawings for review by the Construction Manager and the Architect per the Contract Documents. Incorporate all review comments / corrections into the final shop drawings.
8. 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.
9. 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.
10. All fire protection drain piping shall be routed to locations shown on the Contract Documents and as approved by Construction Manager.
11. 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.
12. This Contractor agrees to provide all NFPA, and AHJ required accessories for the fire protection system, including but not limited to, valves, signs, tamper and flow switches, test connections and drains.
13. 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.
14. Furnish and install connection to the site fire line at PIV per Contract Documents.
15. Furnish and install all fire line piping for FDC connections including FDCs and any taps, seats or signage necessary complete installation.
16. Furnish all necessary hydrostatic testing and chlorination of water lines.
17. This Contractor to furnish and pay for all required permits as required for this scope of work.

18. 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.
19. Design, furnish and install a fully functional dry pipe system 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.
20. Furnish and install factory pre-finished painting of all fully recessed sprinkler heads to match the adjacent ceiling color per Contract Documents.
21. Furnish and install all miscellaneous steel, unistrut, all-thread rod and accessories required for pipe supports, wall penetrations, floor penetrations and equipment supports associated with this bid package.
22. Provide all layout required to perform the work of this bid package.
23. 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.
24. Provide all fire valve, hose cabinets, fire pumps and jockey pumps if required for a complete system per the Contract Documents.
25. Provide instructional training to Owner's representatives of the fire sprinkler suppression system operation and maintenance.
26. Furnish and install all required access doors required by the work of this bid package that are not specifically shown on the architectural drawings.
27. Furnish and install all sleeves, rings, fasteners, and covers etc. required to complete the Work of this bid package.
28. Provide all necessary hangars and support devices to comply with the seismic code requirements.
29. Contractor shall not support sprinkler piping from ductwork or the work of others without prior written approval of the building inspector.
30. Firestopping, fire safing, fire sealing, and caulking of all fire sprinkler suppression system penetrations.
31. Cleaning and protection of installation until Owner acceptance.
32. Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.
33. Contractor to include coordination and shop drawings incorporating fire suppression systems in the BIM file format required by the Contract Documents.
34. Provide submittals as required by the Contract Documents.
35. Provide an allowance of $5,000.00 for damage by others. Payment will be made on T&M basis. This will not replace repairs normally required as a part of this scope and owner acceptance. Use of this allowance must be approved by the CM prior to additional repairs of damage by others or used by the discretion of the Construction Manager.
36. All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
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.

BIM REQUIREMENTS:

1. Contractor shall include money and personnel sufficient to meet the BIM requirements and complete the coordination effort. Changes to the model required by an issued design change may be eligible for change order to the Contractor. Cost adjustment will not be given for additional time or model changes due to coordination.
2. Contractor agrees and understands that 3D model(s) are required to be updated and submitted throughout the course of construction and project closeout (must be in a Navisworks compatible format).
3. Contractor shall provide adequate labor and expertise to complete a coordinated 3D model

with other trades and meet the project schedule. The model shall be updated as required to meet the project schedule.

4. Contractor shall attend all coordination meetings and participate in the resolution of coordination issues [assume weekly meetings].
5. Coordination sequence shall follow the construction schedule. Each area shall be coordinated and signed off on by all trades prior to the installation of work.
6. The Contractor shall produce and submit coordination drawings and shop drawings of their respective trade. The drawings shall be derived from the coordinated model and used by field personnel during the installation process. All coordination drawings will be made available to each Contractor by Flintco, LLC.
7. Contractor may be required to relocate or reroute any work that is not coordinated or accepted by the Owner or Contractor at no additional cost.
8. As-Built models shall be updated at least once a month through the duration of the project.
9. Failure to meet any of the BIM requirements/schedule may result in incurred cost by the Contractor for remedial work associated with other coordinated trades.
10. Project data is hosted on the web and is frequently updated with new or revised information. It is the Contractor's responsibility to verify that the information is accurate/current at the time of use and prior to installation. In the event of a discrepancy between the digital data and the contract documents, the contract documents shall prevail.
11. LOD 350 is the required level coordination. Coordination drawings are not a substitute for any required shop or fabrication drawings or models [LOD 400].

Mercy HWY 102 Infusion and Lab – Bentonville, AR	21A Fire Protection
BASE BID to provide labor and furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
	Dollars
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:

Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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 Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT *(pertinent portions thereof applicable to the work of this bid package)*
Division 06	WOOD AND PLASTIC
06 10 00	Rough Carpentry (as pertains to this scope of work)
Division 07	THERMAL & MOISTURE PROTECTION
07 84 00	Fire stopping (as pertains to this scope of work)
07 92 00	Joint Sealant (as pertains to this scope of work)
Division 08	OPENINGS
08 31 00	Access Doors (as pertains to this scope of work)
Division 21	FIRE PROTECTION (as pertains to this scope of work)
Division 22	PLUMBING
22 05 00	Basic Plumbing Requirements
22 05 05	Plumbing Demolition for Remodeling
22 05 29	Plumbing Supports and Anchors
22 05 53	Plumbing Identification
22 07 19	Plumbing Piping Insulation
22 08 00	Commissioning of Plumbing
22 10 00	Plumbing Piping
22 10 30	Plumbing Specialties

(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.

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.

2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

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.
2. Include and make safe, selective demolition and temporary connections to isolate construction areas shown in Contract Documents to maintain an operational building for Owner.
3. Shall install and make final connections of Owner supplied equipment shown on drawing I-120B and noted contractor installed and in Contract Documents that falls within this scope.
4. Furnish and Install all Seismic Requirements required for this scope.
5. Furnish and install sanitary sewer connections
6. Furnish and install the plumbing systems' insulation as required by the Contract Documents or by the AHJ.
7. Furnish and install roof drain system including exterior lines to Stormwater boxes or bio-swale (area drains & headwall structures will be furnished by other Contractor).
8. Contractor is responsible for all excavation, backfill, compaction, and haul-off of excess material required to complete the work as shown on the Contract Documents including compaction of subgrade and replacement gravel at slab on grade if disturbed during plumbing rough in.
9. When Contractor has material or equipment in a concrete pour, Contractor will provide personnel for concrete pour watch. Construction Manager shall determine the number of personnel required, but in no instance will it be less than one.
10. Contractor is responsible for all field engineering 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 on Contractor's layout sepias.
11. Plumbing permits as required by the AHJ.
12. All equipment requiring electric will be coordinated with the electrical engineer and the electrical Contractor.
13. Furnish and install vibration isolation and noise control in accordance with the Contract Documents.
14. Contractor is responsible for monitoring the schedule 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.
15. Contractor shall provide delivery schedules based upon the Project Schedule.
16. Furnish and install all signage and/or pipe identification as specified or as required by the AHJ.
17. Furnish and install equipment as shown on the Contract Documents, including final connections to equipment furnished by Owner and Others.
18. Furnish and install final connections to food service equipment including valves, drains, shut-off valves, trim, traps, etc. not specifically installed by food service Contractor.
19. Contractor shall grout mechanical equipment bases as required.

20. 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.
21. Contractor is responsible for all pumping of water required for the scope of this bid package.
22. Contractor to furnish and install all piping for the hydrotherapy pools up to the pool equipment. The pool Contractor will supply equipment and piping to the pools.
23. Provide instructional training to Owner's representatives of the plumbing system operation and maintenance.
24. 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.
25. Furnish and install all sleeves, rings, fasteners, and covers etc. required to complete the Work of this bid package.
26. Furnish and install pipe wrap insulation as specified in the specialties schedule and shown on the Contract Documents.
27. Contractor is to furnish all cosmetic joint sealers as they relate to the Work installed under this bid package.
28. 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.
29. Furnish and install all yard hydrants.
30. Provide temporary water and sewer lines to Construction Manager's trailer. Cap and remove at the end of the project.
31. Furnish and install all required access doors required by the work of this bid package that are not specifically shown on the architectural drawings.
32. Furnish and install all fire stopping / fire caulking / fire safing required to complete the Work of this bid package.
33. 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.
34. Furnish and install metal backing or wood blocking as required for items furnished and installed under this bid package.
35. Furnish and install all interior gas piping for a complete system per the Contract Documents.
36. Trenching and excavation safety systems as required.
37. All product data submittals shall be submitted no less than 4 weeks following the issuance of a Notice to Proceed by Construction Manager.
38. Hydronic piping is by others. This Contractor to furnish and install make up water and backflow preventer per Contract Documents.
39. Upon completion of this Contractor's underground work, this Contractor shall be responsible for re-grading the area due to his excavation, backfill and compaction operations so as to restore slopes and elevations within 0.1' of existing grade, and to prevent standing water. This Contractor shall be responsible for the removal from the site of all excavation spoils created by his work. Upon completion of this Contractor's work at a "finished" area, this Contractor shall restore the area to the same state or a better state than that which the area was in, prior to this Contractor beginning his Work.
40. Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.
41. Contractor to include coordination and shop drawings incorporating plumbing systems in the BIM file format required by the Contract Documents.
42. Provide submittals as required by the Contract Documents.
43. All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
44. 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.

BID PACKAGE #23A – HVAC / CONTROLS

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT *(pertinent portions thereof applicable to the work of this bid package)*
Division 07	THERMAL AND MOISTURE PROTECTION
07 92 00	Joint Sealants (as pertains to this scope of work)
Division 08	OPENINGS
08 31 00	Access Doors (as pertains to this scope of work)
Division 23	HVAC
23 05 00	Basic HVAC Requirements
23 05 10	HVAC Demolitions for Remodeling
23 05 13	Motors
23 05 14	HVAC Supports and Anchors
23 05 19	Seismic Requirements for Equipment and Supports
23 05 23	HVAC Identification
23 05 29	Testing, Adjusting, and Balancing
23 05 50	Ductwork Insulation
23 05 53	HVAC Piping Insulation
23 05 93	Commissioning of HVAC
23 07 00	Controls
23 08 00	Instrumentation
23 09 13	Venturi Valve Airflow Control System
23 09 23	Hydronic Piping
23 21 16	Hydronic Specialties
23 21 23	Hydronic Pumps
23 31 00	Ductwork
23 33 00	Air Duct Accessories
23 34 16	Centrifugal HVAC Fans
23 36 00	Air Terminal Units
23 37 00	Air Outlets and Inlets
23 72 00	Energy Recovery Equipment
23 74 13	Rooftop Modular Air Handling Units
23 82 00	Terminal Heat Transfer Units
23 82 16	Air Coils
23 84 13	Humidifiers

(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.

5. Assume all work can be completed during operating hours, except for demolition and loud, disruptive work. Operating hours: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM. Closed on: Wednesday, Saturday, and Sunday.
6. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
7. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
8. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

1. Furnish and install a complete, fully operational, and tested 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. Include and make safe, selective demolition and temporary connections to isolate construction areas shown in Contract Documents to maintain an operational building for Owner.
3. Shall ensure integration of new systems into the existing building.
4. Furnish and Install all Seismic Requirements required for this scope.
5. Furnish and supply additional supports for AHU as shown in the Contract Documents.
6. Furnish and install all mechanical piping required to tie into the Loop System. Include all demolition, excavation, benching, flushing, etc. for a complete installation. Verify flushing requirements with the Construction Manager.
7. Contractor Shall list in this bid package all equipment that needs early procurement known lead times for equipment to maintain schedule. Contractor shall be responsible for all expedited costs.
8. Contractor shall thoroughly flush the hydronic system before making connection to the equipment and placing it into service. Verify all flushing requirements with the owner and Construction Manager.
9. Automatic temperature controls including control components and complete control-wiring system in accordance with the Contract Documents to be provided and installed by others.
10. Contractor shall include all hoisting for installation of equipment including any additional support mats or protection of existing site conditions.
11. Shall provide and maintain roof protection during installation of equipment.
12. Furnish and install the HVAC insulation as required by the Contract Documents or by the AHJ.
13. Furnish and install all heating and cooling water control valves.

14. Provide all trenching, spoil removal/haul off, specified backfill, compaction required for this scope of work.
15. 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 including but not limited to the gravel drainage pit.
16. Furnish and install all required smoke and fire dampers per the Contract Documents. Exclude wiring, conduit, transformers, and connections to fire alarm panel.
17. Furnish and install all gas water heater ductwork.
18. 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.
19. Furnish and install combustion and exhaust ventilation for the pool heaters per manufacturer and mechanical design requirements.
20. Furnish and install all motor starters and/or starter disconnects that are specified as factory installed in the HVAC equipment. Exclude all motor starters and/or starter disconnects that are not factory installed by the mechanical equipment manufacturer.
21. Furnish all VFD and VFC's that are specified as factory installed in the mechanical equipment. Exclude VFD and VFC's that are not factory installed by the mechanical equipment manufacturer.
22. Furnish and install all heat tracing that is required by the Contract Documents. The power supply, conduit and wire to point of connection for heat tracing will be by others.
23. Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.
24. Provide all submittals as required by the Contract Documents.
25. 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 sepias.
26. Mechanical permits as required by the authorities having jurisdiction.
27. Furnish and install vibration isolation and noise control in accordance with the Contract Documents.
28. Furnish and install louvers, dampers, and vents for the HVAC system as required by the Contract Documents. Exterior louvers in the metal panel assembly will be provided by the metal panel Contractor. Coordinate final louver selections with this Contractor to ensure proper fitment.
29. 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.
30. Submit roof jacks, boots and flashing for approval by roofing supplier. Install approved flashing.
31. 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.
32. Contractor shall grout mechanical equipment bases as required.
33. 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.
34. Provide instructional training to Owner's representatives of the mechanical system operation and maintenance as required by the Contract Documents.
35. 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.
36. Furnish and install all signage, valve schedules and/or pipe identification as specified or as required by the authorities having jurisdiction.
37. Furnish and install all screening for AHU.
38. Furnish and install all sleeves, rings, fasteners, and covers etc. required to complete the Work of this bid package.

39. Contractor is to furnish all cosmetic joint sealers as they relate to the Work installed under this bid package.
40. Furnish and install all fire stopping and sound caulk required to complete the Work of this bid package. Include the trowelable firestop compound and firestop mortar at floor penetrations for pipe and mechanical chases.
41. 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.
42. Contractor shall provide the following:
    a. Verification of motor rotation for all equipment installed under this agreement, regardless if provided under this agreement.
    b. Verification that all motor starters and overload heaters are sized correctly for all equipment provided under this agreement.
    c. All air handling equipment to have "construction filters" installed on initial startup. Permanent filters are to be installed at substantial completion. 2 changes of "construction filters" are included in the Work. One complete set of "attic stock" filters is included in the Work. One complete set of "attic stock" belts for belt driven equipment is included in the Work.
    d. All equipment has been inspected, lubricated, adjusted in accordance with manufacturer's policies prior to startup.
    e. All equipment will be cleaned, and damaged finishes repaired prior to substantial completion.
    f. All piping (mechanical) will be cleaned and chemically treated prior to placing in service.
    g. Equipment labeling on phenolic board, pipe identification utilizing proper identification and labels, brass valve tagging, typed, framed valve charts, etc. accurately depicting all systems and equipment.
    h. Balancing of all rotating mechanical equipment provided under this agreement or provided by others in conjunction with the scope of the work.
    i. 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.
    j. All Access doors for work installed, regardless if they are shown or not.
    k. All pipe racks, hanging methods, trapezes, etc. for the Work.
    l. Pressure testing of all wet and dry systems for leaks.
    m. Certified welders (welding certificates will be provided to Construction Manager prior to the start of any welding operation).
    n. Duct detectors and fire dampers, smoke dampers, etc. (low voltage and interlock by this Contractor, line voltage (120v and greater) by electrical Contractor).
    o. Booster pumps and recirculating pumps as shown for HVAC systems.
    p. All gauges, petcocks, balancing valves, automatic flow control valves, etc. to properly balance the water systems.
    q. Provide third party testing and balancing of mechanical systems.
43. Furnish and install all required access doors required by the work of this bid package that are not specifically shown on the architectural drawings.
44. Form, reinforce and pour any miscellaneous concrete pad not shown on the Structural or Civil drawings but required for items installed under this bid package.
45. Furnish and install all motor starters and/or starter disconnects for all mechanical equipment that is not specifically required to be provided by Division 26, with food service equipment, or specifically indicated to be Provided by Owner.
46. 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.
47. Contractor is wholly 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.

48. 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
49. 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.
50. Contractor is required to caulk all fixtures once set, provide escutcheons around all pipe penetrations; provide finish trim out of all work.
51. When Contractor has material or equipment in a concrete pour, Contractor will provide personnel for concrete pour watch. Construction Manager shall determine the number of personnel required, but in no instance will it be less than one.
52. Provide all trenching, spoil removal/haul off, specified backfill, compaction required for this scope of work.
53. Furnish and install all fire dampers including bracing or mounting angles and sleeves as required.
54. Furnish and install all gas water heater ductwork.
55. Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.
56. Contractor shall be responsible for all expediting costs for material and fixtures if applicable to maintain schedule.
57. At the time that the HVAC system is required to be placed in service to move controlled air to allow for finish construction to be accomplished, 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.
58. 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.
59. Contractor to include coordination and shop drawings incorporating mechanical systems in the BIM file format required by the Contract Documents.
60. Construction Manager 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 Contractor shall be in electronic format and shall be submitted to Construction Manager using the System. On contracts initiated on January 1, 2025, or later, the Contractor shall be charged for the use of the System in the amount of 0.2% of Contractor's contract value, not to exceed $4,000. Include this cost in your base bid and any future cost adjustments.
61. All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
62. Provide an allowance of $10,000.00 for damage by others. Payment will be made on T&M basis. This will not replace repairs normally required as a part of this scope and owner acceptance. Use of this allowance must be approved by the CM prior to additional repairs of damage by others or used by the discretion of the Construction Manager.
63. 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.

BIM REQUIREMENTS:

1. Contractor shall include money and personnel sufficient to meet the BIM requirements and complete the coordination effort. Changes to the model required by an issued design change may be eligible for change order to the Contractor. Cost adjustment will not be given for

additional time or model changes due to coordination.

2. Contractor agrees and understands that 3D model(s) are required to be updated and submitted throughout the course of construction and project closeout (must be in a Navisworks compatible format).
3. Contractor shall provide adequate labor and expertise to complete a coordinated 3D model with other trades and meet the project schedule. The model shall be updated as required to meet the project schedule.
4. Contractor shall attend all coordination meetings and participate in the resolution of coordination issues [assume weekly meetings].
5. Coordination sequence shall follow the construction schedule. Each area shall be coordinated and signed off on by all trades prior to the installation of work.
6. The Contractor shall produce and submit coordination drawings and shop drawings of their respective trade. The drawings shall be derived from the coordinated model and used by field personnel during the installation process. All coordination drawings will be made available to each Contractor by Flintco, LLC.
7. Contractor may be required to relocate or reroute any work that is not coordinated or accepted by the Owner or Contractor at no additional cost.
8. As-Built models shall be updated at least once a month through the duration of the project.
9. Failure to meet any of the BIM requirements/schedule may result in incurred cost by the Contractor for remedial work associated with other coordinated trades.
10. Project data is hosted on the web and is frequently updated with new or revised information. It is the Contractor's responsibility to verify that the information is accurate/current at the time of use and prior to installation. In the event of a discrepancy between the digital data and the contract documents, the contract documents shall prevail.
11. LOD 350 is the required level coordination. Coordination drawings are not a substitute for any required shop or fabrication drawings or models [LOD 400].

Early Procurement Items

Equipment	Lead Time without Expedite	Expedited Cost and Lead time
AHU:		

Mercy HWY 102 Infusion and Lab – Bentonville, AR 22A Plumbing & 23A HVAC / Controls	
BASE BID to provide labor and furnish and install materials as required by this bid package and listed specification sections.	**$**
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**
Dollars	
Submitted By: (please sign)	Date

Non-Binding Add Alternate Budget Request Allowance:
Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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

4.2 BID PACKAGES COMPANY NAME: _____

BID PACKAGE #26A – ELECTRICAL / LOW VOLTAGE

Specification Section	Description
Division 00	PROCUREMENT & CONTRACTING REQUIREMENTS
Division 01	GENERAL REQUIREMENT *(pertinent portions thereof applicable to the work of this bid package)*
Division 07	THERMAL AND MOISTURE PROTECTION
07 92 00	Joint Sealant (as pertains to this scope of work)
Division 08	OPENINGS
08 31 00	Access Doors (as pertains to this scope of work)
Division 21	FIRE SUPPRESSION (as pertains to this scope of work)
Division 22	PLUMBING (as pertains to this scope of work)
Division 23	HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) (as pertains to this scope of work)
Division 26	ELECTRICAL
26 05 00	Basic Electrical Requirements
26 05 05	Electrical Demolition for Remodeling
26 05 13	Wire and Cable
26 05 26	Grounding and Bonding
26 05 27	Supporting Devices
26 05 33	Conduit and Boxes
26 05 35	Surface Raceways
26 05 48	Seismic Requirements for Equipment and Supports
26 05 53	Electrical Identification
26 08 01	Commissioning of Electrical
26 09 33	Lighting Control Systems
26 27 26	Wiring Devices
26 28 16	Disconnect Switches
26 29 23	Variable-Frequency Drives
26 51 19	LED Lighting
Division 27	COMMUNICATIONS (as pertains to this scope)
Division 28	ELECTRONIC SAFETY AND SECURITY (as pertains to this scope)

(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.

1. Assume all work can be completed during normal construction hours (7:30 AM – 4:30 PM), except for demolition and loud, disruptive work. The loud / disruptive work cannot be done during normal clinic Operating hours of: Monday, Tuesday, Thursday, and Friday: 11 AM – 7:30 PM.
2. Contractor is responsible for adhering to all current Mercy Policies and Procedures. A current copy of these protocols is provided in section 6.4 of the Bid Manual.
3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.
4. All workers are required to have proof of influenza vaccination prior to starting any work on the job site.

SCOPE OF WORK

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) Install underground conduit for communications and data.
3) Include and make safe, selective demolition and temporary connections to isolate construction areas shown in Contract Documents to maintain an operational for Owner.
4) Shall install and make final connections of Owner supplied equipment shown on drawing I-120B and noted Contract Documents and contractor installed that falls within this scope.
5) Furnish and Install all Seismic Requirements required for this scope.
6) Provide power for building automation system.
7) Contractor is responsible for all general and keyed lighting and power notes in Contract Documents.
8) Shall insure integration of building systems with rest of building for this scope and make any additional connections.
9) Furnish and install all underground electrical duct banks as shown on the Contract Documents. Include excavation, concrete, reinforcing steel, backfill, removal of spoils from site, direct buried conduit, concrete cased conduit, ducts, pulling cord, manholes, entrances to manholes and accessories as required.
10) Furnish and install conduit and power supply for all telephone/data, TV, access control, and fire alarm raceway and wiring systems, structured cabling, public address and music system, intercom system, and power over Ethernet clock systems including all items and apparatuses necessary, reasonably incidental, or customarily included, even though each and every item is not specifically called out or shown.
11) Contractor to provide and install 3" conduit, with pull string, for technology scope per sheet TN-050.
12) Contractor is responsible for all raceways to be in place prior to by covered by sheetrock.
13) 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.

14) Provide power connection to all ADA door locations 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.
15) 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.
16) Contractor shall provide required 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, 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.
17) All power wiring and equipment necessary to interface with fire alarm/life safety system and devices, including but not limited to HVAC equipment, 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.
18) Furnish and install control components and complete control-wiring system in accordance with the Contract Documents.
19) Furnish and install all cable tray and conduit as required by the Contract Documents.
20) Provide a schedule and coordinate all electrical interruptions to existing service with the Construction Manager and Owner and do not proceed without written permission.
21) Furnish and install all underground electric, conduit, underground telephone, underground TV, fiber optic, and quazite boxes, as required by the Contract Documents.
22) Furnish and install primary electrical service required for the primary electrical feed on site.
23) Provide power to pumps, controllers, and equipment necessary.
24) 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.
25) All wiring and conduit required to complete the electrical system shown on the Contract Documents.
26) All field engineering for this Contract including, but not limited to line, level, and layout for electrical systems; chases; block-outs; and openings.
27) Furnish and install metal backing or wood blocking as required for items furnished and installed under this bid package.
28) Turn over to Mechanical Contractor all items which are specified to be furnished by this Contractor and installed by the mechanical trades.
29) 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.
30) 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.
31) Furnish and install all miscellaneous steel, unistrut, all-thread rod and accessories required for pipe supports, wall penetrations, floor penetrations and equipment supports associated with this Contractor's scope of work.
32) Provide instructional training to Owner's representatives of the electrical system operation and maintenance.
33) Exclude HVAC control wiring. Install all conduit for HVAC control wiring coordinate with HVAC contractor and Construction Manager.
34) Furnish and install all power sources for HVAC controls systems.
35) 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.
36) Furnish and install all electrical systems identification including color-coding, stencils, labels, tags, etc., required by the Contract Documents or the Authorities having jurisdiction.

37) Furnish and install all sleeves, thimbles, inserts, and other embedded items required to complete the electrical installation, including sleeves with waterproofing for electrical installation passing through waterproofing or damp proofing areas and flashing/ pitch pockets through roof areas required to complete the Work of this bid package.
38) Contractor shall be responsible for all expediting costs for material and fixtures if applicable to maintain schedule.
39) All sleeves and /or core drilling required to install the work of this Contract.
40) Furnish and install fire stopping, fire sealing, and caulking of the work of this bid package.
41) Furnish and install acoustical and cosmetic sealants around above ceiling penetration per Contract Documents.
42) This Contractor to verify which starters are furnished with mechanical equipment and provide all other loose starters required for mechanical and electrical work.
43) Electrical systems testing and load balancing in accordance with the Contract Documents and Authorities having jurisdiction.
44) Temporary electric power and lighting conform to OSHA standards, sized and located adequately for use by all trades.
45) Provide power to construction trailer. Disconnect temporary power to Construction Manager Project Offices at the end of the project.
46) 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.
47) Furnish and install all components for a complete communication system as required by the Contract Documents.
48) Furnish and install all components for a complete Electronic Safety and Security system as required by the Contract Documents.
49) Contractor is responsible for all excavation, backfill, compaction, and haul-off of excess material required to complete the work as shown on the Contract Documents including compaction of subgrade and replacement gravel at slab on grade if disturbed during pluming rough in. All under-slab backfill to follow requirements of the Construction Documents.
50) Coordinate and make final connections and /or install Owner-furnished equipment.
51) Grout all floor boxes as necessary for a complete installation.
52) Furnish and install power to all electrical panels, building automation system panels, digital control panel,
53) Provide field measurements and layout as required for installation or fabrication, field measure prior to fabrication.
54) 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.
55) 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.
56) Contractor is to furnish sleeving and plenum rated cables as may be required per the Contract Documents.
57) The Contractor shall provide and install all copper cable, connectors, patch panels, 7' patch cables, racks, punch blocks and associated hardware required to supply a complete cable plant, as defined in the Contract Documents.
58) All cable, connectors, patch panels, punch blocks, equipment, and racks shall be installed in accordance with manufacturer's specifications.
59) Ladder rack will be required in the communications closets only. For the purposes of this bid assume 25 feet of ladder rack is to be installed per communications closet.
60) 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.

61) 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.
62) 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.
63) As-built drawings are to be provided showing cable path and workstation outlet numbers with closet and port numbers.
64) Category 6E certification tests results are to be supplied in a format that can be read by any standard word processor or spreadsheet.
65) Manufacturer's product specification sheets must be submitted for every product to be used in this cable plant.
66) All workstation, copper and fiber distribution cables, workstation outlets, patch panels and punch blocks must be clearly labeled in accordance with the labeling specifications schematic to be provided by the District at a date prior to the beginning of installation.
67) Only machine generated labels will be accepted.
68) Provide and install UPS at each rack.
69) Data work excludes switches, hubs, routers, servers, workstations & printers.
70) Contractor to provide testing for a complete and operational network system.
71) 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.
72) All cables must be pulled in such a manner as to avoid loops, kinks, and excess slack and shall be supported above the ceiling.
73) A tension of no greater than 25 lbf shall be placed on the cable during pulling.
74) 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.
75) Any service slack shall be located in ceilings and secured.
76) 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.
77) Furnish and install all equipment, and accessories necessary to complete intercom work.
78) Testing for a complete and operational intercom system.
79) 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.
80) Contractor shall meet all system grounding requirements.
81) Contractor shall provide their own layout.
82) Submit for approval any methods proposed to use to attach their work to, or support it from, the structure or other work.
83) 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).
84) 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.
85) Contractor shall provide temporary protection of their work from weather, dust, etc., until final acceptance.
86) 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.
87) Installation of work in more than one area at a time may be required.
88) Allow for any costs associated with expediting and special freight for the delivery of all equipment per the construction schedule.
89) Contractor shall familiarize themselves with the requirements of other Contractors and shall coordinate their work with others to provide the best possible combined installation.
90) Submit final shop drawings reflecting the results of space coordination with other Contractors.

91) 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.
92) Contractor shall identify on their shop drawings any work that, by code, requires rated enclosures but are not shown and provided 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.
93) 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 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.
94) 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.
95) 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.
96) Identify cables and/or conductors by point numbers at each cable end.
97) 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.
98) Provide secure wire terminations and splices.
99) Provide independent supports for all security work.
100) Contractor will be responsible for protection of ceiling grid system when performing above-ceiling work and pulling wires.
101) Furnish proper grounding of cabling and devices to achieve maximum signal-to-noise ratios.
102) Coordinate size, number and routing of all raceways with Security Consultant.
103) Provide hoisting of all materials and equipment.
104) Contractor is responsible for all sound attenuation or insulation requirements for its work shown or specified in the Contract Documents.
105) 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.
106) Furnish access panels required for Contractor's work for installation by others.
107) Test and troubleshoot all work prior to punchlist.
108) Remove all markings from exposed concrete floors used to layout work covered under this contract.
109) Remove all packaging and labels.
110) Provide submittals as required by the Contract Documents.
111) Provide an allowance of $10,000.00 for damage by others. Payment will be made on T&M basis. This will not replace repairs normally required as a part of this scope and owner acceptance. Use of this allowance must be approved by the CM prior to additional repairs of damage by others or used by the discretion of the Construction Manager.
112) All bids must include and will be understood by this contractor to account for all impacts of executive orders, tariffs, taxes and/or import fees which are known, or which could be known through the exercise of reasonable diligence, as of the submission date. By submission of this proposal Contractor certifies that its proposal includes all impacts of executive orders, tariffs, taxes and import fees known as of the date of this proposal.
113) 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.

BIM REQUIREMENTS:

1. Contractor shall include money and personnel sufficient to meet the BIM requirements and complete the coordination effort. Changes to the model required by an issued design change may be eligible for change order to the Contractor. Cost adjustment will not be given for additional time or model changes due to coordination.
2. Contractor agrees and understands that 3D model(s) are required to be updated and

submitted throughout the course of construction and project closeout (must be in a Navisworks compatible format).

3. Contractor shall provide adequate labor and expertise to complete a coordinated 3D model with other trades and meet the project schedule. The model shall be updated as required to meet the project schedule.
4. Contractor shall attend all coordination meetings and participate in the resolution of coordination issues [assume weekly meetings].
5. Coordination sequence shall follow the construction schedule. Each area shall be coordinated and signed off on by all trades prior to the installation of work.
6. The Contractor shall produce and submit coordination drawings and shop drawings of their respective trade. The drawings shall be derived from the coordinated model and used by field personnel during the installation process. All coordination drawings will be made available to each Contractor by Flintco, LLC.
7. Contractor may be required to relocate or reroute any work that is not coordinated or accepted by the Owner or Contractor at no additional cost.
8. As-Built models shall be updated at least once a month through the duration of the project.
9. Failure to meet any of the BIM requirements/schedule may result in incurred cost by the Contractor for remedial work associated with other coordinated trades.
10. Project data is hosted on the web and is frequently updated with new or revised information. It is the Contractor's responsibility to verify that the information is accurate/current at the time of use and prior to installation. In the event of a discrepancy between the digital data and the contract documents, the contract documents shall prevail.
11. LOD 350 is the required level coordination. Coordination drawings are not a substitute for any required shop or fabrication drawings or models [LOD 400].

Mercy HWY 102 Infusion and Lab – Bentonville, AR Voltage		26A Electrical/Low
BASE BID to provide labor and furnish and install materials as required by this bid package and listed specification sections.	**$**	
BOND COST to furnish a Payment and Performance Bond for this project. (Not included in Base Bid above.)	**$**	
TOTAL BID AMOUNT – BASE BID AND BOND COST	**$**	
		Dollars
Submitted By: (please sign)		Date

Non-Binding Add Alternate Budget Request Allowance:

Schematic Budget for Similar Scope of Work noted in the Surgery Renovation Documents Dated January 9, 2026, that have been shared with this project as Future Phase II.
$_____ ADD

Bidder acknowledges General Project Scope Requirements: in section 4.1 and 4.3 of the Bid Manual.
Initial: _____ (as pertains to scope of work)

Bidder acknowledges receipt of the following addenda:

1. _____ Dated: _____
2. _____ Dated: _____
3. _____ Dated: _____
4. _____ Dated: _____
5. _____ Dated: _____
6. _____ Dated: _____

Bidder acknowledges receipt of the following construction manager clarifications:

1. _____ Dated: _____ 4._____ Dated: _____
2. _____ Dated: _____ 5. _____ Dated: _____
3. _____ Dated: _____ 6. _____ Dated: _____

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

4.3.1.9 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 mangers 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

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 ¾ 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 Subcontractor shall utilize the software "SmartTagIt" for the daily pre-task planning (PTP) of work. Video submission must be submitted prior to work starting each day, but in no event later than 9:15am. All employees working onsite must be in attendance for discussion of PTP. Foreman/ Superintendent for subcontractor will be responsible for organizing and facilitating SmartTagIt usage daily. The submission shall identify the work/production goals to be conducted that day, how you are going to accomplish the goals, general materials used, tools, equipment, manpower, the risks

associated with that work and the preventive measures that will be taken to eliminate or mitigate those risks. If multiple crews are onsite for this subcontractor, foreman shall ensure PTP is performed for each crew.

4.3.1.27 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.

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

4.3.1.29 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.

4.3.1.30 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.

4.3.1.31 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.

4.3.1.32 Include multiple mobilizations as required for this scope of work.

4.3.1.33 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.

4.3.1.34 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.

4.3.1.35 Contractor shall coordinate with other trades in advance and make provisions for installation of their work to avoid cutting and patching.

4.3.1.36 Contractor is responsible for providing and shipping sample materials as required by the contract documents directly to the architect.

4.3.1.37 Meet all LEED requirements as established in the contract documents.

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.

5.1.1.9 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 check 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)

5.7.1.2. 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



HSE Manual | Flintco, LLC

UPDATED OCTOBER 2024

FLINTCO



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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

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 Vice President, 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

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

Tony DeStefano	O: (512) 822-7445
	C: (678) 794-6616
Backup:	
Craig Saur	O: (314) 733-2352
	C: (314) 537-1878

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 **OSHA 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 HSE Professional (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 HSE Professional 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 HSE Professional 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 HSE Professional.

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 HSE Professional. 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 HSE Professional 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 HSE Professional assumes the 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 HSE Professional 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 nonevacuation 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 HSE Professional 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 **OSHA 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 or thefacility 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:

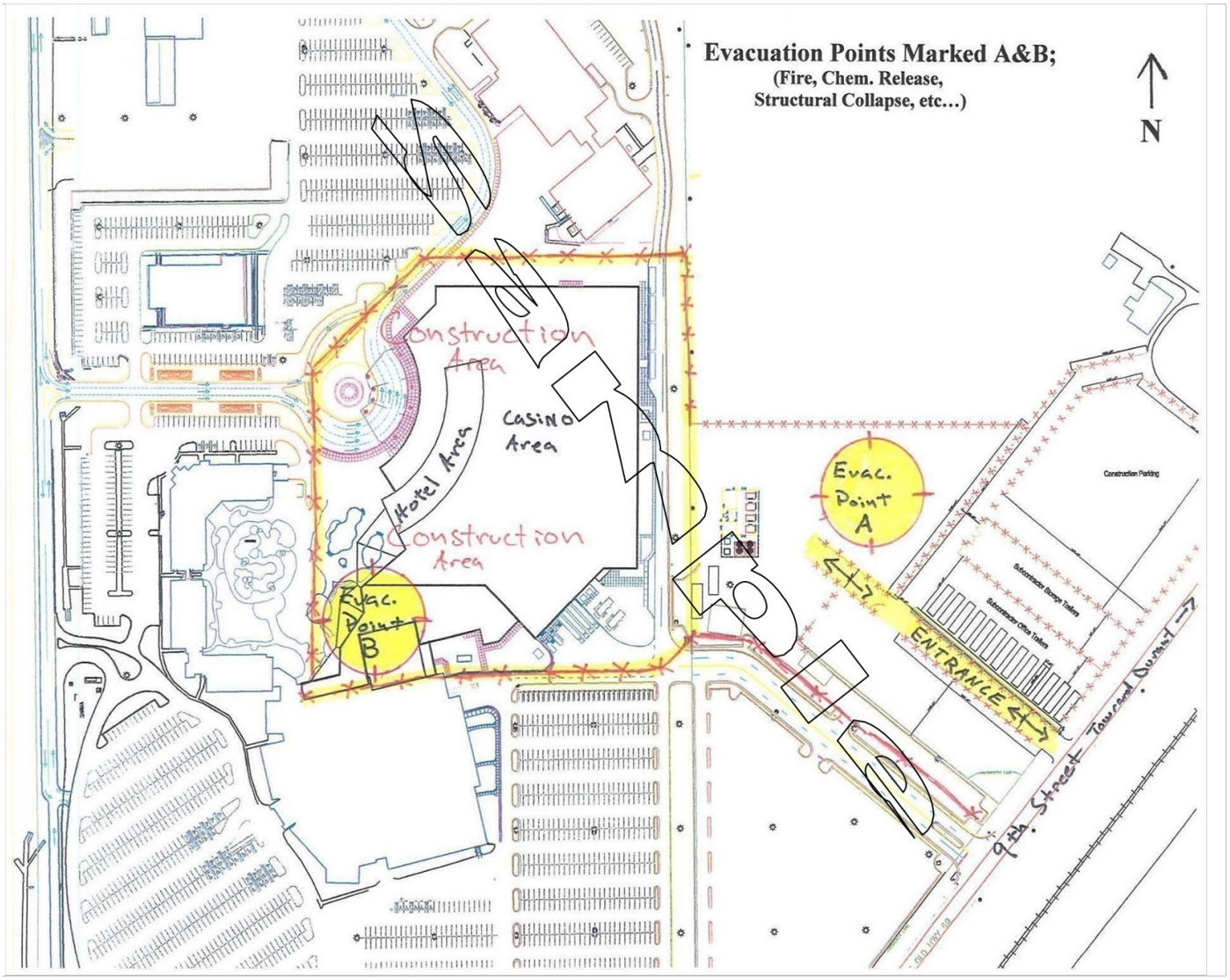
- Fires and Tornados. We hold these drills at least twice annually.

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 personal 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: **OSHA 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 **OSHA 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 30 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, 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.

ACKNOWLEGMENT 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, Vice President 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 (EWM) 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 is 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.

Trailering

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 error 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 $500.00 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.

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 monthly 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.

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 _____

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. 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.

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.

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, constructions 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 or 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

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

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.
- Safety helmets, 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)

Operations Planning Checklist

Use this checklist as an aid for setting up your project. 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 white KASK or Studson safety helmets
	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 Safety Helmets 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 Target 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.



Trade Partner's Safety Programs and Site Requirements

The following are general construction site Health, Safety and Environmental requirements that all tiers of trade partners shall comply with.

Before coming onto the project, each employee, which includes any full-time employee, part-time employee, temporary employee, or independent contractor, 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 employee must 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 participate in a project specific orientation, and upload any trainings, certifications, etc. prior to coming onto the site.

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. Each 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 this 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 available and provided to Flintco upon request.

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.

As requested, 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 agents and the employees of all tiers of trade partners.

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.

A PTP (Pre-task Plan) shall be prepared as a supplement to the JHA (Job Hazard Analysis). The PTP is to be completed, documented, and signed by all workers in the pre-work meeting by the trade partner's supervisor and Competent Person.

Record Keeping and Files

The following documentation shall be in the trade partner's Safety Files, located in the Flintco, LLC office, as requested.

- Employee orientation training
- A complete, indexed, and tabbed SDS binder, containing a Table of Contents and Safety Data Sheets for all chemicals and materials to be brought onto the jobsite
- Written Safety and Health Loss Prevention Plan which includes a Job Hazard Communication/Employee Right-to-Know Program
- Employee training records and certifications
- Designated Competent Person identified

Safety Representatives

Trade partners shall designate a Superintendent/Foreman and Competent Person to oversee the trade partner's health, safety, and environmental activities and to perform the duties outlined under safety responsibilities. If the Superintendent/Foreman and Competent Person 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 Superintendent/Foreman and Competent Person 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 Superintendent/Foreman and Competent Person in the event the primary Superintendent/Foreman and Competent Person is absent from the project.

Safety Representative Credentials

Each trade partner must have a designated Superintendent/Foreman and Competent Person that meet 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.

A copy of the Superintendent/Foreman and Competent Person's credentials must be provided if requested and maintained on file in each trade partner's safety file.

Safety Responsibilities

Each trade partner's Competent Person, 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 trade partner's "recordkeeping and files" as outlined in the above subsection shall be accurately maintained

by each trade partner's onsite Superintendent/ Foreman and Competent Person.

Each trade partner's safety representative will ensure Safety Orientation for their employees is completed on the Trade Partner Portal and Site Specific Orientation is completed prior to the employee's start of work and access to the jobsite.

Competent Person Requirements

Each trade partner shall provide a matrix outlining employee(s) designated as a qualified competent person(s) ("Competent Person"). The qualifications for a Competent Person 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.)

Prior to any work activity beginning in which OSHA/ CAL-OSHA requires a competent person, each trade partner shall identify an individual(s) and provide it to Flintco, LLC either electronically or in writing.

Accident Investigations & Incident "Near Miss" Investigations

All incidents/injuries shall be reported by each trade partner's Superintendent/Foreman and Competent Person to Flintco, LLC immediately. The trade partner's Superintendent/foreman, injured employee, and any relevant witnesses will participate in Flintco's incident investigation.

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 and Observations

- 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 Procore.
- 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 trade partner employees, truck drivers, delivery personnel, visitors and lower tier contractors and suppliers on site shall wear safety helmets that meet the requirements of ANSI Type II or EN12492 with integrated chinstrap fastened and in conformance with manufacturer's recommendations for proper use at all times outside the area designated as Trailer Row. Hearing Protection is required by **OSHA CFR 1926.101** and shall be used when required.

9. 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 or a warning line system in compliance with **OSHA 1926.502(f)**.
    - When employees are working outside a protective guardrail or warning line system at height greater that 6', employees must where a Personal Fall Arrest System (PFAS) that is attached to a designated anchor point.
    - Flintco requires SRLs (Self-Retracting Lanyards) for all fall protection connection devices. 6' lanyards are not permitted on Flintco jobsites.
    - 100% tie off in all aerial and scissor lifts using SRL (Self-Retracting Lanyard).
    - 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Trade Partners are to provide First Aid supplies for their crew and have them readily available in case of use.

16. All vehicles on the construction site including the heavy equipment shall have a fire extinguisher in an accessible location.

17. Only "ABC" fire extinguishers are allowed on the construction site.

18. All equipment inside any building shall have an "ABC" rated fire extinguisher mounted in an accessible location.

19. 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.

20. All "ABC" fire extinguishers shall be fully charged, inspected, and tagged for service.

21. Other types of equipment shall have a fire extinguisher as mandated by OSHA/CAL-OSHA.

22. Emergency procedures shall be followed. All emergency rally points will be covered in the site-specific orientation and Emergency Action Plan.

23. Incident Notification

    - Employees must report all incident to their supervisor immediately. Examples 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.

24. Post-Incident Drug/Alcohol Testing Protocol - If the conduct of a trade partner's employee(s) contributed or could have contributed to an accident while at work which results in an injury to the employee(s) or another person or damage to property, including damage to equipment, the employee(s) may be required to undergo drug and or alcohol testing. The trade partner's company will conduct a post-accident test, and the trade partner's company will require employees whose conduct contributed or could have contributed to the accident to undergo a drug or alcohol test, regardless of whether or not they reported an injury. The cost of the screening shall be the responsibility of the trade partner's company. 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 HSE Area Manager or HSE Regional Director and, if determined to be negligent in the sole discretion of Flintco, shall be subject to being permanently removed from the project.

25. All walkways, ramps, stairways, emergency exits, and access points to ladders shall be kept free of debris.

26. All laydown areas, parking lots, and temporary facilities shall be kept clean at all times.

27. 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.

28. 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.

29. Keep all trash clear from electrical panels.

30. Remove slip and trip hazards from the floor. Examples are trash, lumber, extension cords, conduit, pipe, and pallets.

31. 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.
    - All protective caps shall be covered with a square, reinforced rebar cap.
    - Goal post protective caps must have a 2X4 placed on top for protection.

32. Clean up and housekeeping shall be top priority. The 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.

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.

48. 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.

49. Guardrail requirements for scaffolding:

    - Baker/Perry/Narrow Frame type scaffolding shall have guardrails (top, mid and toe) installed on all open sides regardless of height.
    - When the requirement for guardrails (top, mid and toe) to be installed on open sides cannot be met, a personal fall arrest system (PFAS) shall be connected to a self-retracting lifeline (SRL) anchored overhead.
    - ALL supported scaffold poles, legs, frames, and uprights shall bear on base plates that are positively secure to mud sills.

50. All scaffolding must be erected per the manufacture's specifications.

51. 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.

52. 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.

53. Tools shall not be altered or used in a manner that it is not intended for.

54. Power operated hand tools shall be of the double insulated type or comply with the grounding requirements in **OSHA CFR 1926 subpart K**.

55. All electrical extension cords and power tool cords shall be inspected before each use.

56. 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.

57. All cords shall be ran six (6) feet overhead and protected from sharp objects.

58. All extension cords must be 12g or larger.

59. Damaged or defective equipment shall not be used.

60. All pneumatic power tools and hoses shall be secured by a positive means at each connection.

61. All fuel operated power tools will be stopped, and motors will not be running while refueling is in progress.

    - A 10 lb. fire extinguisher must be within 5' of all fueling operations.

62. Employees operating Powder Actuated Tools must be trained and have their training certifications in their possession.

63. Sawhorses or work benches shall be utilized to secure material prior to using handheld circular saws, grinders, bandsaws, drills, and similar tools.

64. 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.

65. 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.

66. A weekly documented inspection of each generator shall be conducted to ensure the GFCI is functioning.

67. Any generator, in which the GFCI does not function, shall be tagged, and removed from service immediately.

68. All generators shall have a unique identification number and the trade partner name in a visible location.

69. 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.

70. 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.

71. Posted speed limit shall always be adhered to. 10 mph will be the site speed limit unless otherwise posted.

72. Trade partners on Flintco, LLC projects are responsible for providing drinking water for their personnel.

73. Excavation work shall be performed in accordance with OSHA/CAL-OSHA.

74. Prior to any excavation, an excavation plan shall be included in the trade partners Safety Submittal Package for review.

75. 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.

76. 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.

77. Spoil piles shall be put at least two (2) feet back from the edge of the excavation.

78. 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.

79. Excavations with vertical walls 6' or greater will present a fall hazard and workers shall be protected.

80. A qualified competent person shall be present anytime excavation work is performed.

81. 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.

82. All employees shall OBEY all posted safety signs and flagging.

83. 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.

84. 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.

85. 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.

86. Mules, gators, or golf type carts shall have ROPS (roll over protection) and seatbelts for operator and all passengers.

87. All vehicles on the construction site including heavy equipment shall have a fire extinguisher in an accessible location.

88. 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.

89. 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.

90. All equipment including cranes, forklifts, skid steer loaders etc. shall have a reverse signal/ back-up alarm audible above surrounding background noise.

91. 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 on the Trade Partner Portal. Only trained employees shall be allowed to operate that piece of equipment. When mounting or dismounting equipment, employees shall maintain three points of contact.

92. 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.

93. All fuel secondary containment will be pumped out after any rain.

94. The following requirements shall be followed for all cranes entering the construction areas.

    - 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.
    - 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.

95. Critical lifts require approval by the Area VP and HSE Area Manager prior to performing lift. The following are considered critical lifts:

    - Lift exceeding 75% of crane capacity
    - Lifting over an occupied building
    - Tandem picks or multi crane lifts
    - Lifts over "active" Process Piping, in excess of 50,000 lbs.
    - Lifts that either due to the extreme lead-time for replacement or value of the material, could adversely impact the project.

96. All crane documentation is to be submitted to the Flintco, LLC project team and HSE Area Manager before the crane is brought onto the jobsite.

    - A copy of the operator's license
    - A copy of all Rigger certifications
    - Current 3rd party annual crane inspection
    - Lift plan for heaviest/furthers pick, including load charts.

97. 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 presented to the Flintco, LLC project team for review.
- Documentation shall be provided in the trade partner portal of worker training and a training completion card shall be on employee's person.
- Workers shall be connected with personal fall arrest system (PFAS) to the self-retracting lifeline (SRL) manufacturers engineered anchor point.
- Personal fall arrest system (PFAS) 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 elf retracting lifeline connected to the manufacturers engineered anchor point as fall arrest.
- Employees SHALL be tied off using a self-retracting lifeline (SRL). Six (6) foot lanyards are not permitted in lifts.
- 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 mobile elevated work platform (MEWP) basket.
- Housekeeping shall be done continuously. Employees shall not be allowed to work in lifts cluttered and disorganized.
- All mobile elevated work platform (MEWP) shall have a unique identification number and the trade partner name posted in a visible location.
- All mobile elevated work platform (MEWP) 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.
- No tools or materials shall be suspended from the outside of the mobile elevated work platform (MEWP) basket. Only approved manufacturer's attachments shall be used. 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.

98. 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.

99. Lockout and tagging disconnects, circuit breakers and supply valves as well as energy isolating devices shall be used.

100. 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 Flintco 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.

101. 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.

102. 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.

103. 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.

104. 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.

105. Animals of any kind are not permitted on/around the active part of the project site. Animals on the active part of the project site pose a risk and create an unnecessary distraction.

106. 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.

107. Concrete trucks shall have the chute in the raised and locked position while traveling on the jobsite.

108. 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.

109. Glass containers of any kind shall not be brought onto the construction site.

110. 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.

111. Project drug and substance abuse policy:

112. 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.

113. 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.

114. 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.

115. Stretch and Flex Program – Start each day by warming up the muscles, which improves elasticity and helps to meet the job's physical demands.

116. 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 safety helmet.
- 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.

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, serious physical harm, or major property damage 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 I2- 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 tobe 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 fellowshipping 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.

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.

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.



Steve Eikanger, President

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-perscription 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 Vice President of HSE. 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 theCommons, 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 ninety (90) days 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 in 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 be 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 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 theCommons.
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 Regional Director and Vice President of HSE are to meet to determine Root Cause.
13. After all parties have signed the Incident Analysis form, the form will be emailed to the HSE Area Manager for review. The HSE Regional Director and Vice President of HSE will submit the Incident Analysis form to **injury@flintco.com**.
14. If the incident results in a case with restrictions and/or lost time days, the HSE Regional Director and Vice President of HSE will request a telephone conference call to review the incident. The HSE Regional Director and Vice President 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 HSE Regional Director and Vice President 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 Regional Director and Vice President of HSE , 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.

15. All other incidents, at the discretion of the HSE Regional Director and Vice President of HSE, may require conference calls. The Area Manager and Division President will be notified when such conference call is required.

16. All auto incidents must be reported immediately to **injury@flintco.com** by the HSE Area Manager.

17. For incidents that involve property damage, report immediately to **injury@flintco.com** by the HSE Area Manager.

18. 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.

19. 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 a survey 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 re-enter 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 disposes 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 though 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)

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 dis- infection 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. Apprised 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.

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%

   b. Flammable gases – must be <=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.

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.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.
2. 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.
3. 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).
4. 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.
5. 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 0ppm.

7. The Carbon Monoxide concentration must not exceed 25ppm.

8. The analyzer sample probe must be inserted well into the confined space environment to ensure a representative test of the atmosphere. Sampling shall be taken at top, middle, and bottom of confined space.

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
16. Attendant name
17. Communication Method

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.
11. Confined Space Attendant shall have no other duties.

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, Mobile Elevated Work Platforms (MEWP)

1. Upon delivery, each, piece of equipment shall be checked to ensure all safety features are properly operating. If deficiency is found, equipment shall 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 roll over protection system (ROPS) 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 a mobile elevated work platform (MEWP) shall stand firmly on the floor and shall not climb on the rails or the edge of the basket and shall wear personal fall arrest system (PFAS).

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. Mobile elevated work platform (MEWP) shall have both (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% personal fall arrest system (PFAS) is required in all mobile elevated work platform (MEWP) at all times to the manufacturer's engineered anchor point.Lanyards are not to be used in mobile elevated work platform (MEWP). A self-retracting lifeline (SRL) shall be used to connect personnel to the manufactured anchor point.

21. Tying off to an adjacent pole, structure, or equipment while working from a mobile elevated work platform (MEWP) shall not be permitted.

22. 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 self-retracting lifeline (SRL) 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.

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.
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 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:

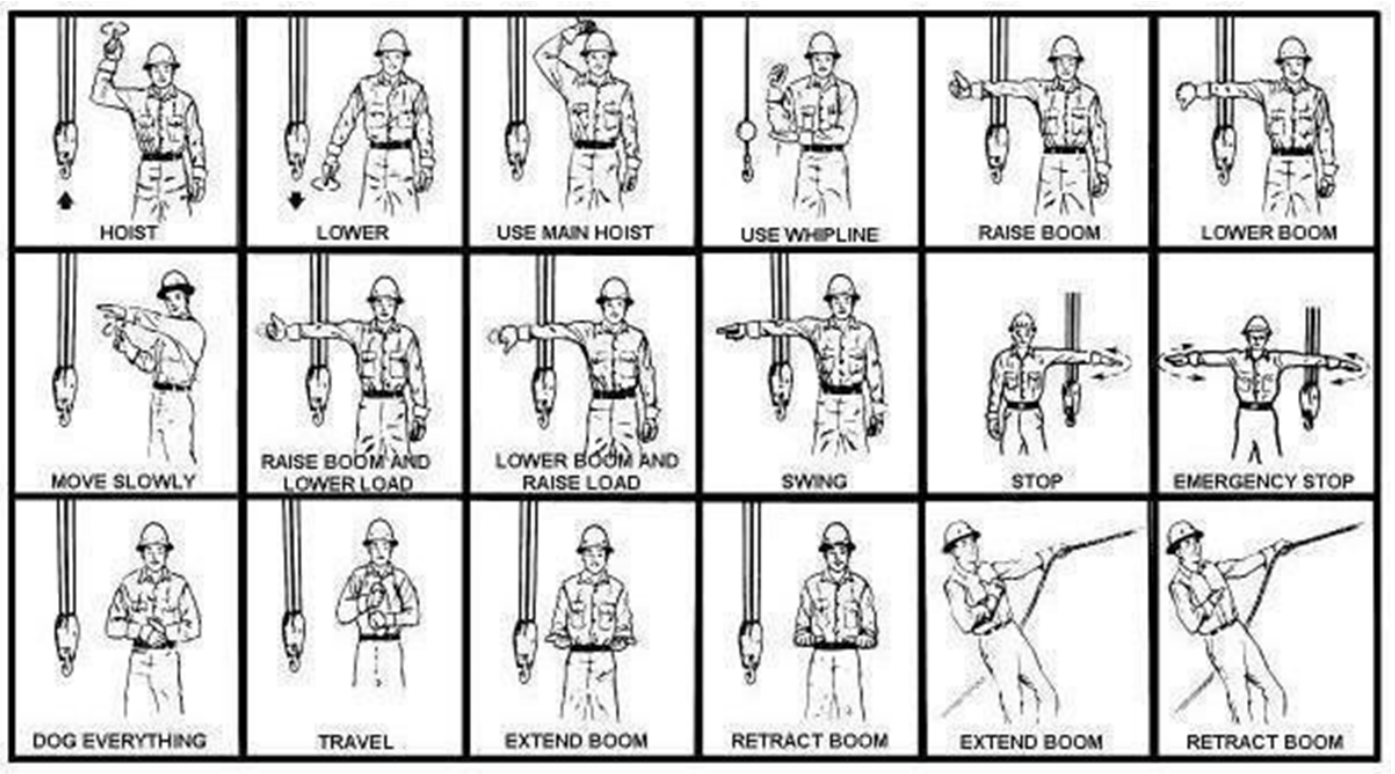
1. Granular soils, including sand and gravel
2. Fine-grained soils, including silts and clays
3. Organic soils, including peat

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.**

1. 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.
2. 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:

1. No crane shall be loaded beyond its rated capacity.
2. 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 (± 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 **OSHA 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.

3. 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 (Phasee to Phase)	Minimum Required Clearance (in feet)
0-50	10
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. 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.	

4. 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.
5. The Rigging Superintendent, the Site Manager and the Corporate Health and Safety Department are to be contacted.
6. These individuals in conjunction with Client personnel will decide which of the following steps must be taken.
7. 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 of 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 **OSHA 29 CFR 1926.550 (g)** shall be met prior to use of any Crane or Derrick Suspended Personnel Platform.

Rigging Requirements

General

1. 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.
2. All rigging devices, including slings, shall have permanently affixed identification stating size, grade, rated capacity and manufacturer.
3. Rigging not in use shall be removed from the immediate work area.
4. **Rigging, including slings, shall be hung on a rigging frame so that bends and kinks do not set in.**
5. 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.
6. "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.
7. Slings shall not be left lying on the ground or otherwise exposed to dirt and the elements.
8. Eyes in wire-rope bridles, slings or bull wires shall not be formed by wire clips or knots.
9. Protruding ends of strands in splices on slings or bridles shall be covered or blunted.
10. 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

All lifting and hoisting equipment should be assigned to or through the Arrowhead Equipment & Supply Warehouse.

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)

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	36000
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

Inspection and removal from service per ANSI N30.9

Frequent inspection

- 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.

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

Periodic Inspection – Inspection Records Required

- Normal service –Yearly
- Severe Service – Monthly

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.

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 **Table1**.

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.

Table 1

MAXIMUM ALLOWABLE WEAR AT ANY POINT OF LINK

Normal Chainor Coupling Link Cross Section	Maximum Allowable Wear Diameter Inches
9/32	.037
3/8	.052
1/3	.069
5/8	.064
3/4	.105
7/8	.116
1	.137
1-1/4	.169

Refer to ANSI B30.9 for full details Horizontal sling angles of less Than 30 degrees are not recommended.

Chain Gr-8 Design Factor 4/1	Vertical	Two Leg	60 Degree Sling Angle	45 Degree Sling Angle	30 Degree Sling Angle	Single Leg MasterLink 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	Factor = L/H Factor = L/H
90	1,000
60	1,155
50	1,305
45	1,414
30	2,000

Choker Hitches WireRope

Angles of Choke	Sling Rated Load Percentage of Sling Leg Capacity
120 – 180	75%
90 – 119	65%
60 – 89	55%
30 – 59	40%

Choker Hitches WireRope

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.

Basket Hitches

Wire Rope

A basket hitch has twice the capacity of a **Single Leg only if D/d Ratio is 25/1 and it is vertical.**

Wire Rope, Chain & Switches

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
Load on Sling Calculated Tension 1 = Load x D2x S1/H(D1 + D2) Tension 2 – Load x D1x S2/H(D1 +D2)	**Load on Sling Calculated** Tension 1 = Load xD2x S1/H(D1+D2) Tension 2 = Load xD1x S2/H(D1 +D2)	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). Quad leg Slings offer improved stability but does not provide increased lifting capacity.
Types of Hitch Consideration		**Reeving Increases Loads**
Load Control The ability of the Sling to control the movement of the load being lifted. **Capacity** The load capacity of the Sling and type of hitch **Type of Sling** The location of the center of the load's weight.		Reeving through connections to load increases load on connections fittings by as much as twice. **DO NOT REEVE!!!**

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 forangular 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.

RISK MANAGEMENT	TERMINOLOGY	INSPECTIONS OF FITTINGS
Definition	**Will**	**Deformation**
Comprehensive set of actions that reduces the risk of a problem, a failure, an accident	▪ 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**
▪ Product Knowledge ▪ Application knowledge ▪ Manufacturer of known capability ▪ Products that are clearly identified with the following: ▪ 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 ▪ 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

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).

   a. Extention cords shall not be fastened with staples, hung from nails, or suspended by wire.
7. Extension cords shall be visually inspected each day prior to use for:

   a. Missing ground pin

   b. Cuts in outer insulation

   c. 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 TableS5.

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 5 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 1926.502 a 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 form excavations

2. Prior to starting any excavation the following SHALL be done:

   a. Contact local one call system and/or affected utility company

Figure B-1

Soil or Rock Type	Maximum Allowable Slopes (H:V)(1) for Excavations Less Than 20 Feet Deep (3)
Stable Rock Type A (2) Type B Type C	Vertical (90Degrees) 3/4:1 (53 Degrees) 1:1 (45 Degrees) 1 1/2:1 (34 Degrees)

   b. Insure that competent person is on site and 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 **OSHA 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.

   g. Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.

   h. Walkways shall be provided where employees or equipment are required or permitted to cross over excavations. Guardrails which comply with **OSHA 1926.502(b)** shall be provided where walkways are 6 feet (1.8 m) or more above lower levels.If ground water is encountered, have equipment available to initiate water removal.

   - All water must be removed from excavation before entry can be made.

3. Establish a daily inspection procedure and procedures for inspecting after rain.
4. Each employee that will be associated with the excavation is to be trained to recognize the hazards associated with the excavation.
5. Where possible, a means of diverting water run-off from entering the excavation shall be used.
6. Where employee or equipment are permitted to use walkways or bridges to cross an excavation, a standard guardrail shall be provided on walkway or bridge.
7. All surface encumbrances that create a hazard shall be removed or supported prior to starting the excavation, to make sure all employees are protected against potential falling loads and are not permitted to work under loads of digging equipment where loads may fall.

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. Personal fall arrest system (FPAS) 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. Flintco requires SRLs (Self Retracting Lanyards) for all fall protection connection devices. 6 ft lanyards are not permitted on Flintco jobsites.

   b. Fall protection requirements for ladder to comply with **OSHA 29 CFR 1926**, Subpart X. For California projects see **OSHA Article 25, Section1669-1672**.

   c. On scaffolds, either complete handrails (green tagged scaffold) or 100% tie-off is required at six (6) feet and above.

   d. During steel erection, 100% tie-off is required at six (6) feet and above.

   e. Self-retracting lanyard (SRL) will be utilized at all times in mobile elevated work plateforms (MEWP).

   f. When a personal fall arrest system (FPAS) 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.

g. Flintco, LLC does not allow roof monitors in place of fall protection.

h. In the event that a guardrail system cannot be used on a flat roof, a warning line system in accordance to **OSHA 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.

i. When using a warning zone, the supervisors name and contact information shall be posted.

5. Personal fall arrest system (FPAS) shall be worn by all employees working outside a protective guardrail (100% tie-off).

6. Personal fall arrest system (FPAS) shall be worn and connected to a designated anchorage point when working out of extensible and articulating boom platforms.

7. Personal fall arrest system (FPAS) shall be worn by employee working out of suspended scaffolding. Self-retracting lifeline (SRL) 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 <u>SHALL NOT</u>** be used for fall protection.

10. Fall protection for low pitched roof perimeters during the performance of **<u>BUILT UP</u>** 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. Personal fall arrest system (FPAS) harness with a D ring in the center of the back and side D rings for positioning.

    b. When ascending or descending the forming system, the employee will attach the self-retracting lifeline (SRL) to the full body harness.

    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 system (FPAS) 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 system (FPAS).

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 personal fall arrest system (FPAS) shall be inspected annually by a competent person and inspections documented.

15. All personal fall arrest system (FPAS) shall be inspected before each use for wear, damage, deterioration, or any other defects by the user.

16. Damaged or defective personal fall arrest system (FPAS) 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 **NFDA 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 Employes	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 ½ oz.	2	1	1
Forceps	1	1	1
¾" x 3" Strips Box 100 ct	2	1	1
1" x 3" Strips Box 100 ct	2	1	1
1 ¼" Oval Box 100 ct	1	1	1
2" x 3" Patch Box 50 ct	2	1	1
1 ½" 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. Four 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
    - Identification: product ID and supplier ID

The Basic Parts of A GHS-Compliant Label



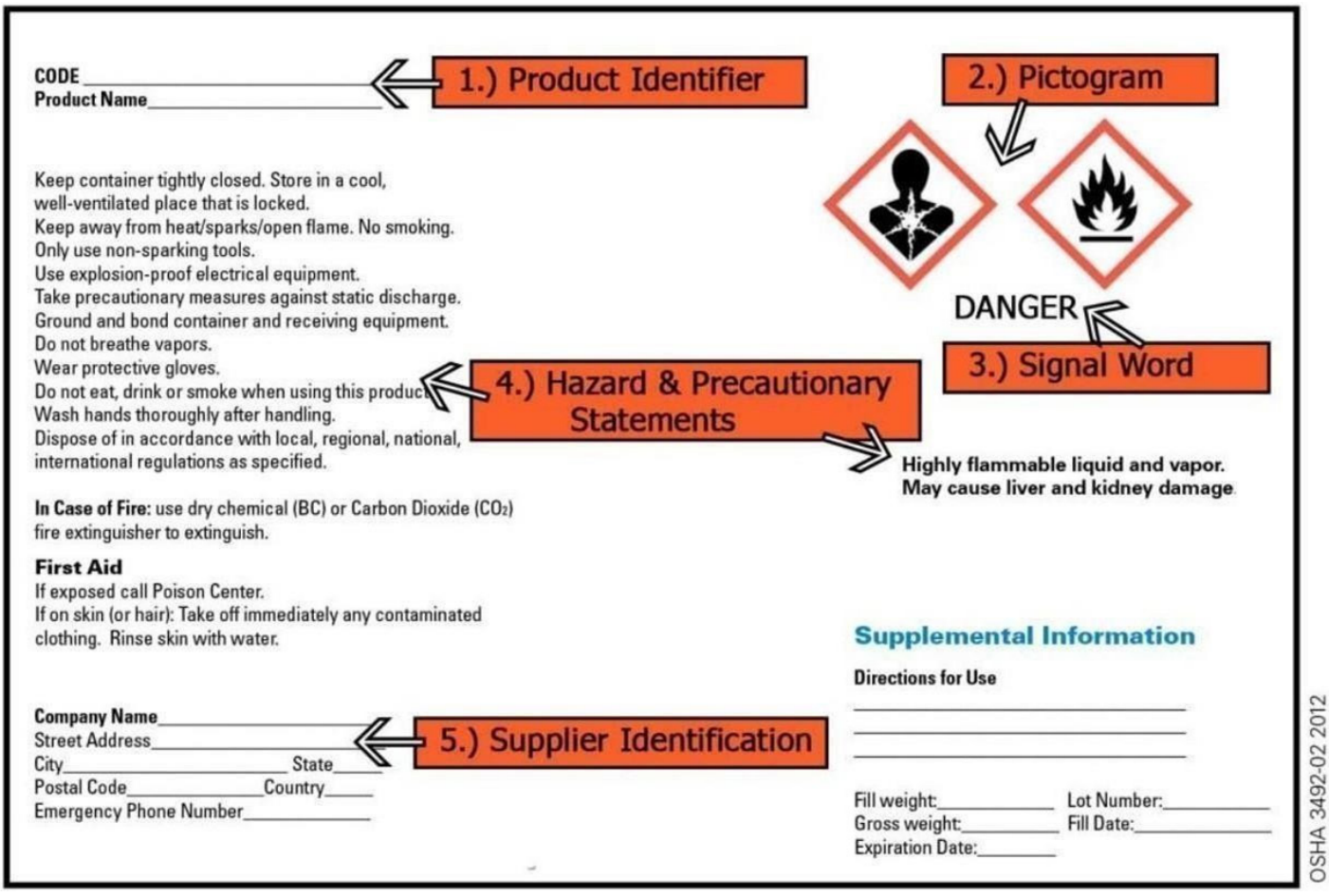
1. **Product Identifier** - Should match the product identifier on the Safety Data Sheet.
2. **Signal Word** - Either use "Danger" (severe) or "Warning" (less severe)
3. **Hazard Statements** - A phrase assigned to a hazard class that describes the nature of the product's hazards
4. **Precautionary Statements** - 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



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.



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 **OSHA 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 or lower per 8 hour 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 ANS I S12.6-1984.

Upon completion of the monitoring period, if the DBA exceeds the permissible noise level for the time duration as outlined in **OSHA 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 depose 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 urineReduced 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 sun visor on your safety helmet 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 intakeRest 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 contaminates. 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 CONTSTRUCTION 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.

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.
4. 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.
5. Each employee will be instructed on how to clean tools prior to entering and exiting the work site.
6. Each employee will receive instruction to secure and cover materials in containers prior to leaving the work site.
7. 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.
8. Each employee will be instructed, prior to entering the work site, when special clothing or covering is required.
9. Each employee will be instructed to identify trade partner facilities such as lunch and break area, smoking and toilet facilities.
10. Each employee will receive instruction for special procedures such as dust removal from shoes, clothing, carts and equipment prior to exiting the worksite.
11. Each employee will be instructed of any restrictions associated with specific work activities, such as the time of day it can be conducted.
12. Each employee will be instructed to use specific elevators and stair wells designated for construction employees.
13. Each employee will be instructed on the location of emergency contact names and phone numbers in case of emergency.

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.

Start-Up Requirements

1. Hook up negative air machine
2. Install temporary partitions to the deck
3. Cap off existing air supply and air return vents
4. In class IV operation install secondary clean room
5. Install door closers on doors in temporary barrier walls
6. 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.

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 re-enter 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.
- 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

Lock Out – Tag Out Program

Lockout/Tagout – **OSHA 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, stream, 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:
    - The limited access zone shall be the height of the wall plus 4’-0”.
    - Limited Access Zone shall run the full length of the wall.
    - Limited Access Zone shall be established on the un-scaffolded side of the wall
    - Only employees who are actively engaged in the construction of the wall are permitted to enter the Limited Access Zone.
    - 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 above4’-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 HSE 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 Director's 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

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.

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.

_____	_____	_____
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.
12. All OSHA requested Flintco company information shall be submitted to Legal Counsel for review and submission to OSHA, unless Legal Counsel directs otherwise.
13. Flintco shall have or attempt to have a company representative, HSE Area Manager, HSE Regional Director, HSE Director, Superintendent, Project Manager or Legal Counsel, preferably in person or by phone, present when an OSHA compliance officer is requesting to interview a Flintco employee.
14. Reference Appendix for OSHA Inspection form.

Personal Protection Equipment (PPE)

1. All Flintco employees shall wear Flintco issued white Kask, Studson, Milwaukee, or Ironwear Type 2 safety helmets at all times except in designated break rooms and office trailers. Safety helmets shall be worn in such a manner that complies with manufacturers recommendations and the chin strap shall be connected under the chin at all times.
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 **OSHA 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 HSE 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 **OSHA 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 **OSHA 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: chipping, cutting, sawing, drilling, grinding,sanding,and crushing of; concrete, brick, CMU, rock, stone, or any other silica containing material.

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 µg/m³ as an 8-hour Time Waited Average (TWA)
    - Action Level= 25 µg/m³ 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 **OSHA 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	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	APF 10 APF 10
Walk-behind power 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
Handheld and stand- mounted drills	Use drill equipped with commercially available shroud or cowling 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.	None	None
Jackhammers and handheld power chipping rocks	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 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 indoorsor in an enclosed area.	None APF 10 None APF 10	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	For tasks performed outdoors only: Use grinder equipped with integrated water delivery system that continuously feeds water to the grinding surface. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions. OR Use grinder 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 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. ▪ When used outdoors ▪ When used indoorsor in an enclosed area	None None None	None None ABF 10
Walkbehind milling machines and floor grinders	Use machine equipped with integrated water delivery system that continuously feeds water to the cutting surface. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions. OR 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. 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. When used indoors or in an enclosed area, use a HEPA- filtered vacuum to remove loose dust in between passes.	None None	None None

***For complete Table 1 Equipment List:** https://www.osha.gov/silica/*

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:
    - Baker/Perry/Narrow Frame type scaffolding shall have guardrails (top, mid and toe) installed on all open sides regardless of height.
    - *When the requirement for guardrails (top, mid and toe) to be installed on open sides cannot be met, a personal fall arrest system (PFAS) shall be connected to a self-retracting lifeline (SRL) anchored overhead.
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 closeto 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 personal fall arrest system (PFAS) attached to an independent lifeline with a self-retracting lanyard (SRL).
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 personal fall arrest systems (PFAS) 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. Stairrails shall be not less than 36 inches (91.5 cm) from the upper surface of the stairrail system to the surface of the tread.
6. Handrails shall be not more than 37 inches (94 cm) nor less than 30 inches (76 cm) from the upper surface of the handrail to the surface of the tread.
7. When the top edge of a stairrail system also serves as a handrail, the height of the top edge shall be not more than 37 inches nor less than 36 inches from the upper surface of the stairrail system to the surface of the tread.
8. 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.
9. 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.
10. 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.
11. 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.
12. Aluminum, metal type or wooden (other than job built) ladders are **prohibited**.
13. When descending or ascending a ladder, employee will face the ladder utilizing 3 points of contact.
14. Carrying tools or material up or down a ladder is prohibited.
15. A rope shall be installed at all ladders for the purpose of hoisting tools and materials.
16. 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.
17. 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 **OSHA 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 **OSHA 29 CFR 1926 Subpart R** for other regulations for steel erection. Refer to FCO Steel Erection Procedure Manual located on theCommons 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 **OSHA 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 fire watch 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

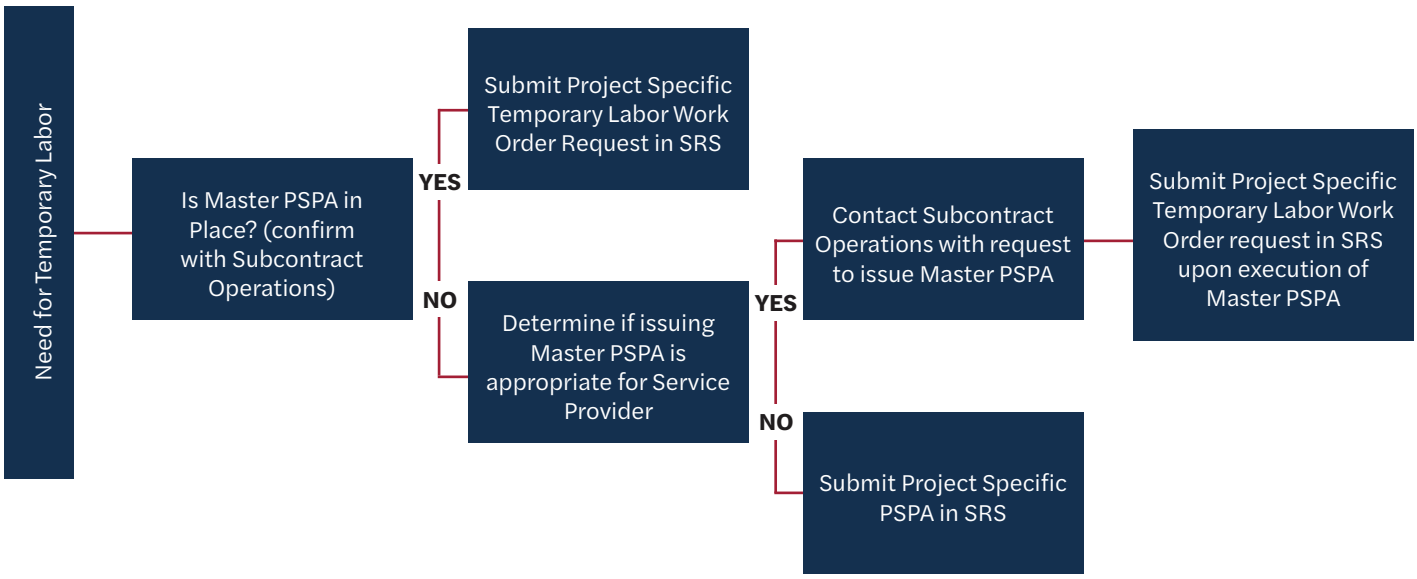
1. Verify with Flintco Project Manager that a Temporary Labor agreement and all other required documentation is in place prior to requesting work.
2. Service providers shall provide on-site supervisors for all projects and activities using temporary workers.
3. Communicate in writing with Service Provider 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 annual orientation and jobsite specific 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 (reference the Appendix for a sample).
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 Master PSPA is appropriate, coordinate with Subcontract Operations to issue a Master PSPA.
   - If a Master PSPA is not appropriate, proceed with a project-specific Personnel Services Provider Agreement ("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 (reference the Appendix for a sample).

Requesting Work Flow Chart



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. 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.

Coring, Cutting and Drilling

Purpose

The purpose of this SOP is intended for use in determining the precautionary measures and hazard identification when coring, cutting, or drilling into existing slabs or walls.

Note: Not to include saw cut expansion joints.

Definitions

Coring

Any work utilizing a coring bit or hole saw to penetrate and existing slabs or walls

Cutting

Any work utilizing a saw or blade to penetrate existing slabs or walls

Drilling

Any work utilizing a drill bit or hammer drill to penetrate existing slabs or walls

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

Employees / Performing Contractor

1. Walk and identify areas coring, cutting, or drilling will be performed
2. Complete Method of Procedure (MOP), Pre-task Plan (PTP), and Coring, Cutting, & Drilling (CCD) permit; turn into Flintco Supt. or PM or HSE upon completion (Appendix A)

Flintco Supervisors

1. Submit MOP to Owner if applicable
2. Walk and identify areas coring, cutting, or drilling will be performed with the Performing Contractor
3. Confirm Ground Penetrating Radar (GPR) scan or schedule GPR scan to confirm utility locations
4. Review as-built drawings, BIM models and property owner to identify active line conflicts if applicable
5. Notify Owner of timeline for work to be performed if applicable
6. Review Performing Contractor's MOP, PTP and Coring, Cutting, & Drilling Permit

HSE Department

Coordinate and/or assist in appropriate response to Coring, Cutting, & Drilling

Procedure

Identify Slab Type and In-Slab / In-wall Utilities

1. If the slab is post-tensioned, identify tendon locations prior to performing work
2. Schedule GPR scan service, review as-builts, and overlay drawings
3. Layout utility locations that were identified in the area to be penetrated

Collect Information

1. Flintco, LLC Superintendent and Performing Contractor shall walk the proposed area
2. Review GPR Scans, as-built drawings, BIM models, and consult property owner to identify all utilities
3. Review Performing Contractor's submittals (MOP, PTP, CCD Permit, etc.)

Means / Methods

Determine what methods are to be used to identify existing utilities

1. Ground penetrating radar
2. As-built construction documents
3. BIM models
4. All energized sources shall be controlled as needed
5. Utilize appropriate fall protection when needed

Performing the Task

1. Performing Contractor's competent person shall prepare a MOP & Pre-task Plan to review with Flintco Superintentent or PM or HSE prior to operations starting
2. Flintco confirms with Owner timeline to perform task
3. Performing Contractor's to protect adjacent surfaces, equipment, and materials
4. Utilize applicable silica controls per OSHA Table 1
5. Establish drop prevention plan for cores and tools
6. Immediate clean-up of area and adjacent surfaces that may have been affected by coring procedure

Complete Coring, Cutting, & Drilling Permit

Separate permits ***must*** be issued for each independent disturbance area.

1. Include drawing of the proposed area and drawings of as-builts
2. Attach BIM model if available
3. Required signatures
    - Performing authority
    - Authorizing / Issuing party
        - Either Flintco Superintentent or PM
        - HSE or OE/PE can be utilized if one of the above is not available

Coring, cutting, or drilling should not commence prior to obtaining all signatures.

Respiratory Procedure

General

1. This procedure is applicable to all Flintco employees. The guidelines set forth herein are designed to help reduce employee exposures to occupational dusts, fumes, mists, radon nuclide, gases, and vapors.

2. The primary objective of this procedure is to avoid employee exposure to contaminants above the Permissible Exposure Limit (PEL).

3. Respiratory protection through respirators is the last option. Before resorting to respirators, Flintco will make every reasonable effort to remove the respiratory hazards through engineering and administrative controls first.

4. Where feasible, exposure to contaminants will be eliminated by engineering controls (such as general and local ventilation, enclosure or isolation, and substitution of a less hazardous process or material). Administrative controls, (such as job rotations, limited exposure times, and sub scope to trade partner) should also be considered.

5. Flintco shall designate a program administrator who is qualified by appropriate training or experience commensurate with the complexity of the potential exposure to administer or oversee the respiratory protection program and conduct the required evaluations of program effectiveness.

    - The HSE Area Managers for each area will be the program administrator for their respective areas, unless a different program administrator is designated by Flintco.

6. Flintco will identify and evaluate the respiratory hazard(s) in the workplace. This evaluation shall include a reasonable estimate of employee exposures to respiratory hazard(s) and an identification of each known contaminant's chemical state and physical form.

    - If Flintco cannot identify or reasonably estimate the employee exposure, Flintco shall consider the atmosphere to be Immediately Dangerous to Life and Health (IDLH). Documentation of air sampling hazard evaluation will be done per Flintco's "Hazard Communication" program and the health hazard inventory.

7. If project teams anticipate the need for respiratory protection, they should contact the HSE Department for guidance regarding the procedures required and the necessity of following the Respiratory Protection Program as outlined in **OSHA 29CFR 1926.103 and 29CFR 1910.134**.

8. Flintco will provide respirators to employees when the following conditions exist.

    - A process or operation requires respiratory protection to protect the health or safety of the employee. For example, respiratory protection is mandatory when effective engineering control measures are not feasible to reduce contaminant levels to applicable permissible exposure limits or when engineering control measures are being installed.
    - Respiratory protection is necessary to effectively control an employee medical condition such as allergy or hypersensitivity to chemical agents.

9. Flintco will provide an appropriate respirator based on the hazard(s) to which the employee is exposed and workplace/ user factors that affect respirator performance and reliability.

- A NIOSH-certified respirator will be selected and issued per OSHA Table 1, NOISH, and SDS recommendations, based on the exposure.
- The respirator shall be used in compliance with the conditions of its certification.

10. Employees may not unilaterally determine whether or not use of a respirator is required for a particular task. Employees are not allowed to use respirators that have not been provided by Flintco. Hazards will be assessed to determine the level of protection needed. If it is determined that there is a need for a respirator Flintco will provide the respirator and determine if the employee is trained and medically fit to wear the respirator.

Medical Evaluation and Fit Testing

1. Flintco employees will be qualified to use a respirator only after successful medical evaluation and fit testing respirator use training.
   - Medical evaluations, fit testing and training shall occur before first exposure, and at a minimum of annually thereafter.
   - Fit testing and training shall occur for each type, make, and model of respirator to be used.
   - Employees who are required to wear a respirator to perform their work will first undergo a medical evaluation to determine if they can perform the tasks requiring the use of a respirator.
   - Employees with medical conditions, including but not limited to, respiratory impairments, or who suffer from claustrophobia when wearing a respirator, will not be assigned to tasks requiring the use of respirators unless it has been determined by a physician that they are physically able to perform the work.
   - Non-qualified employees will receive the following temporary or permanent medical restriction: **"Not medically qualified for work assignments requiring use of a respirator."**
   - Flintco will identify a physician or other licensed health care professional (collectively, "LHCP") to perform medical evaluations using a medical questionnaire or an initial medical examination that obtains the same information as the medical questionnaire in the **OSHA 29 CFR 1910,134 Appendix C**.
   - Flintco will ensure that a follow-up medical evaluation is provided for an employee who gives a positive response to any of the questions 1-8 in **OSHA 29 CFR 1910.134 Section 2, Part A of Appendix C** or whose initial medical examination demonstrates the need for a follow-up examination.
   - Additionally, Flintco will provide medical evaluations if:
     - An employee reports medical signs or symptoms that are related to their ability to wear a respirator.
     - Information from the questionnaire, including observations made during fit testing and program evaluation, indicates a need for employee reevaluation; or
     - A change occurs in workplace conditions (e.g., physical work effort, protective clothing, temperature) that may result in a substantial increase in the physical or physiological burden placed on an employee.
2. The medical questionnaire and examination will be administered confidentially during the employee's normal working hours or at a time and place convenient to the employee. The medical questionnaire shall be administered in a manner that ensures that the employee understands the content. A translator will be provided by Flintco when needed.
3. The following information should be provided to the LHCP before a recommendation concerning an employee's ability to use a respirator:
   - The type and weight of the respirator to be used by the employee.

- The duration and frequency of respirator use (including use for rescue and escape).
- The expected physical work effort.
- Additional protective clothing and equipment to be worn.
- Temperature and humidity extremes that may be encountered.
- Any supplemental information provided previously to the LHCP regarding an employee will not be provided for a subsequent medical evaluation if the information and the LHCP remain the same.

4. Flintco will provide the LHCP with a copy of this written procedure.

5. If Flintco replaces a LHCP, we will ensure that the new LHCP receives all relevant information concerning an employee's ability to use a respirator. However, employees will not be medically reevaluated solely because a new LHCP has been selected.

6. In determining the employee's ability to use a respirator, Flintco will:

   - Obtain a written recommendation regarding the employee's ability to use the respirator from the LHCP. The recommendation shall provide only the following information:
     - Any limitations on respirator use related to the medical condition of the employee or relating to the workplace conditions in which the respirator will be used, including whether the employee is medically able to use the respirator.
     - The need, if any, for follow-up medical evaluations.
     - A statement that the LHCP has provided the employee with a copy of the LHCP's written recommendation.

TESTING / CHECK TYPES

Pulmonary Function Testing (PFT)

As part of the medical evaluation, a complete evaluation of the respiratory system including patient history, physical examination, and tests of pulmonary function shall be performed. The primary purpose of pulmonary function testing is to identify the severity of pulmonary impairment.

Qualitative Fit Test

A qualitative respirator fit test will be used to determine the ability of the wearer to demonstrate a satisfactory fit with a negative-pressure and a positive-pressure respirator with face piece. This test relies on senses to detect leaks.

Quantitative Fit Test

A quantitative respirator fit test will be used to determine the ability of the wearer to demonstrate a satisfactory fit with a negative-pressure and a positive-pressure respirator with face piece. This test relies on a machine to detect leaks.

Negative-Pressure Fit Check

To perform a negative pressure fit check, the inlet opening of the respirator's canister, cartridge, or filter should be closed off by covering it with the palm of the hand, replacing the inlet seal on the canister, or squeezing the breathing tube or blocking its inlet so it will not allow the passage of air. The wearer should then inhale gently and hold his/her breath for at least ten seconds. If the wearer can hold the mask against his/her face during this time without the straps attached, then it can be reasonably assumed the respirator fit is satisfactory.

Positive-Pressure Fit Check

To perform a positive pressure fit check, the exhalation valve is closed off and the wearer exhales gently. The fit of a respirator equipped with a face piece is considered satisfactory if a slight positive pressure can be built up inside the face piece without the detection of any outward leakage of air between the sealing surface of the face piece and the wearer's face.

Respirator Selection

1. This section provides information essential to selecting the appropriate respirator for specific hazardous situations. The employee will be allowed to select the most comfortable respirator face piece from a selection of various sizes.

2. Determine the applicable permissible exposure limit by reviewing the Safety Data Sheet (SDS); Occupational Safety and Health Administration (OSHA) standard for air contaminants **OSHA Title 29, Code of Federal Regulations, part 1910.1000**; or the latest edition of the American Conference of Governmental Industrial Hygienists publication entitled Threshold Limit Values and Biological Exposure Indices.

3. Review the requirements of Table 1 in Flintco's Silica Program in the HSE Manual.

4. Respirator selection will be based on the following criteria.

   - **Oxygen Deficiency**: For atmospheres containing less than 19.5% oxygen, eliminate all air-purifying respirators from consideration.
   - **Poor Warning Properties of the Contaminant:** Eliminate all air-purifying respirators from consideration for substances with poor warning properties.
   - **Eye Irritation:** For routine work, any perceptible eye irritation is considered unacceptable. Only full-face piece respirators, or half-mask respirators with eye protection, are permissible for contaminant concentrations that produce eye irritation.
   - **Systemic Poison Contaminant:** If the contaminant is a systemic poison, eliminate single-use or disposable respirators from consideration.
   - **Particulate or Asbestos:** For particulates with a permissible exposure limit less than 0.05 milligrams per cubic meter, or for asbestos, eliminate negative-pressure respirators except those with high efficiency particulate filters.
   - **Other Considerations:** Select the best respirator by considering the capabilities and limitations of the respirators, and applicable substance-specific or process-specific requirements (table 3-4).

TABLE 3: PROCESS-SPECIFIC RESPIRATORY PROTECTION REQUIREMENTS

Specific Process	Required Respirator
Working with materials that contain Crystalline Silica	Air-Purifying Respirator with an APF of 10 or 25, reference Table 1 of the silica standard for proper APF required
Sandblasting	Supplied-Air Respirator
Brush/Roller painting and Spray painting	Air-Purifying Respirator with paints, lacquer, enamel mists, and organic vapors cartridge (1000 ppm)
Herbicide and Pesticide application	Air-Purifying Respirator with pesticide cartridge
Welding and cutting operations in confined spaces without mechanical ventilation	Supplied-Air Respirator
Welding and cutting operations in confined space with mechanical ventilation and >19.5% oxygen level.	Air-Purifying Respirator with dust, fumes, and mists cartridge
Confined space entry or rescues into unknown or potentially hazardous atmospheres.	Positive-Pressure Supplied-Air Respirator

TABLE 4: AIR PURIFYING RESPIRATORY CARTRIDGE SELECTION	
Atmospheric Contaminants	**Color Codes on Cartridges**
Chlorine	White
Sulfur Dioxide	White
Chlorine Dioxide	White
Organic Vapors	Black
Paint, Lacquer, Enamel Mists, Pesticides, Dust & Fumes	Black with prefilter and retainer
Ammonia/Methylamine	Green
Formaldehyde & Organic Vapor	Brown
Chloride	Yellow
Hydrogen Chloride	Yellow
Sulfur Dioxide	Yellow
Organic Vapors	Yellow
Hydrogen Fluoride	Yellow
Radioactive Materials	All color-coded cartridges will work
Asbestos Containing Dusts and Mists	With HEPA filter and adapter
***Cartridges do not protect against IDLH conditions and are limited to the concentrations of the contaminants specified.**	

5. Types of Respiratory Protective Equipment

Nuisance Dust Mask | No Medical Evaluation or Fit Test Required

Paper filter dust masks offer protection against low levels of airborne nuisance dusts, but do not provide protection against mist, vapors or metal fumes.

N95 Mask (Air Purifying Respirator) | Medical Evaluation, Fit Test, and Training Required

A N95 respirator shall only be used in situations where a particulate APF of 10 is required, per NIOSH, Table 1, or SDS.

Half Mask, Full Face Mask (Air Purifying Respirator) | Medical Evaluation, Fit Test, and Training Required for Each Type

- A half mask respirator shall only be used in situations where an **APF of 10** is required, per NIOSH, Table 1, or SDS.
- A full face respirator shall only be used in situations where an APF up to 50 is required, per NIOSH, Table 1, or SDS.
  - Half Mask and Full Face Mask respirators afford protection against concentrations of certain airborne dusts, acid gases and organic vapors utilizing various filtering and/or chemical agents to purify the inhaled air.
  - Particulate or chemical cartridge (half-mask or full face) shall not be used for protection against:

    - Atmospheres that are oxygen deficient.

    - Gaseous material that is extremely toxic in small concentrations (hydrogen, cyanide, and sulfide).

    - Exposure to harmful gaseous material that cannot be detected by odor (carbon monoxide).

    - Gaseous material in concentrations that are highly irritating to the eyes.

Air-Supplied Hood | Medical Evaluation, Fit Test, and Training Required -The air-supplied hood is normally used where the user only requires protection against levels of material or requires airflow for cooling purposes and shall not be used in any situation where the user would be endangered by airborne contaminants.

Airline Respirator | Medical Evaluation, Fit Test, and Training Required

- The airline respirator consists of a full-face mask supplied with breathing air by a compressor or multiple stationary cylinders.
- The airline respirator will provide protection in any atmosphere regardless of the degree of contamination.

- Whenever an airline respirator is issued in an atmosphere Immediately Dangerous to Life and Health (IDLH), a rope shall be attached to the harness and a standby person or persons shall be present with rescue equipment. A five-minute escape pack shall also be provided to the employee.
- Care must be exercised to prevent damage to the hose and regulator while in use, and the assembly shall be stored in such a way that damage will be avoided.

Cylinder-Type Self-Contained Breathing Apparatus | Medical Evaluation, Fit Test, and Training Required

- The self-contained breathing apparatus uses compressed breathing air and will provide respiratory protection in any atmosphere **regardless of contamination or level of oxygen**.
- When anticipating the use of this apparatus, consideration shall be given to the life of the cylinders. Although this equipment should provide breathing air for approximately 30 minutes, excessive physical work, emotional stress and other factors will reduce the rated time.
- Users of this equipment shall immediately begin exiting the hazardous atmosphere when the low pressure alarm sounds. A five-minute escape pack shall also be worn by the employee.
- Whenever compressed-air apparatus is used in an atmosphere immediately dangerous to life, a standby person or persons shall be present with suitable rescue equipment.

Maintenance and Care of Respiratory Protective Equipment

Inspection for Defect

1. All respiratory protective equipment shall be inspected routinely before and after each use.
2. Spare breathing air cylinders shall be maintained at a minimum of 1800 pounds pressure except when depleted during use. The regulator and any warning devices shall be tested during inspections to determine if they function.
3. Inspection of equipment shall include a check of the tightness of connections.
4. Equipment that is not routinely used but is kept ready for emergency use shall be inspected after each use and at least monthly to ensure that it is in satisfactory working condition. The Emergency Respiratory Protective Equipment Monthly Inspection Report shall be completed by each applicable project, and a copy shall be forwarded to the Safety Department by the last day of the month.

Cleaning of Respiratory Protective Equipment

1. Equipment issued for routine use by one person shall be cleaned and inspected by the wearer after each day's use.
2. Equipment maintained for emergency use shall be cleaned and disinfected after each use by the users.

Repair of Respiratory Protective Equipment

Flintco shall ensure that respirators that fail an inspection or are otherwise found to be defective are removed from service and are discarded or repaired or adjusted in accordance with the following procedures:

1. Repairs or adjustments to respirators are to be made only by persons appropriately trained to perform such operations and shall use only the respirator manufacturer's NIOSH-approved parts designed for the respirator.
2. Repairs shall be made according to the manufacturer's recommendations and specifications for the type and extent of repairs to be performed; and
3. Reducing and admission valves, regulators and alarms shall be returned to the manufacturer, or a technician trained by the manufacturer.

Storage of Respiratory Equipment

1. Dust Masks and N95 Masks shall be thrown away and replaced after each use.
2. Respiratory protective equipment shall be stored to protect against dust, sunlight, heat, extreme cold, excessive moisture or damaging chemicals.
3. Respiratory protective equipment placed in a work area shall be stored in clearly marked compartments that are quickly accessible at all times.
4. Respiratory protective equipment shall be stored so that the face piece and exhalation valve will rest in a position and function will not be impaired by the elastometer becoming set in an abnormal position.
5. Respiratory protective equipment shall not be stored in places such as lockers or toolboxes unless the equipment is protected in cases or cartons.

Training

1. Employees who are required to wear a respirator will be trained to ensure proper use of respirators. Training will be provided to employees before they perform the tasks requiring a respirator, and annually thereafter.
2. Training shall include:
   - The reasons for respiratory protection.
   - The nature, extent, and effects of respiratory hazards to which the person may be exposed.
   - Why engineering controls have not been applied, or what engineering control efforts are in progress.
   - Why a respirator has been selected for a specific respiratory hazard.
   - The operation, capabilities, and limitations of the respirator selected.
   - How maintenance and storage is carried out.
   - How to recognize and cope with emergency situations.
   - Instructions, as needed, for special respirator use.
   - Applicable regulations concerning respirator use.
   - Instructions and training on how to wear a respirator, including practice demonstrations, will be given to each user and will cover the following:
     - Donning, wearing, and removing the respirator.
     - Adjusting the respirator so the inlet covering is properly fitted on the wearer and the respirator causes a minimum of discomfort to the user.
     - Allow the respirator user to wear the respirator in a safe atmosphere for an adequate time period to ensure familiarity with its operational characteristics.
     - Provide the user an opportunity to wear the respirator in a test atmosphere. A test atmosphere is any atmosphere in which the user can carry out activities simulating work movements to detect respirator leakage or malfunction.

To ensure an effective respiratory protection program, HSE Department representatives will monitor and evaluate various operations to assure that respiratory protective equipment is properly selected, used, cleaned, and maintained. Anyone desiring assistance with this procedure should contact the HSE Department.

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER:

PROJECT:

APPLICATION NO: 0000

Distribution to:

PERIOD TO: _

☐ OWNER

CONTRACT REF.:

☐ ARCHITECT

VIA CONSTRUCTION MANAGER:

FROM CONTRACTOR:

JOB NUM.:

☐ CONTRACTOR

☐ CONST MGR

VIA ARCHITECT:

CONTRACT DATE:

☐ 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.

1. ORIGINAL CONTRACT SUM ..... _____

2. Net change by Change Orders ..... _____

3. CONTRACT SUM TO DATE (Line 1 _ ..... _____

4. TOTAL COMPLETED & STORED TO DATE ..... _____
(Column G on G703)

5. RETAINAGE:

a. __0 % of Completed Work $0.00
(Columns D + E on G703)

b. ____ % of Stored Material $0.00
(Columns F on G703)

Total Retainage (Line 5a + 5b or $0.00
Total in Columns I on G703)

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

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

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.

CONTRACTOR: _

By: _____ Date: _____
1/10/2011

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

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.

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: _____

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.

5.11.5 PAY REQUEST SAMPLE

CONTINUATION SHEET

AIA DOCUMENT G703

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	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE

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.**
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G703-1992

5.11.5 PAY REQUEST SAMPLE

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_____

Sworn to and subscribed before me this_____day of _____, 201__

_____
Notary Public

Commission Expires:_____

Attest:_____

Date:_____

FOR SUBCONTRACTOR/SUPPLIER:

Company Name :_____

By: _____
Signature

_____
Printed Name/Title

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 ☐	**Partnership** ☐	**Corporation** ☐

Business Classification: (REQUIRED) (See Definitions)	**Large** ☐	**Small** ☐	**Small - Woman Owned:** ☐

Small Disadvantaged Business (SDB) 0r 8(a) Firm ☐ **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 ☐ **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:**

Return With Contract

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.

Return With Contract

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: • Architectural, Engineering, Surveying, and Mapping Services • Dry Cleaning and Carpet Cleaning Services	$6 million $4 million $4 million

Return With Contract

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 certified 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).

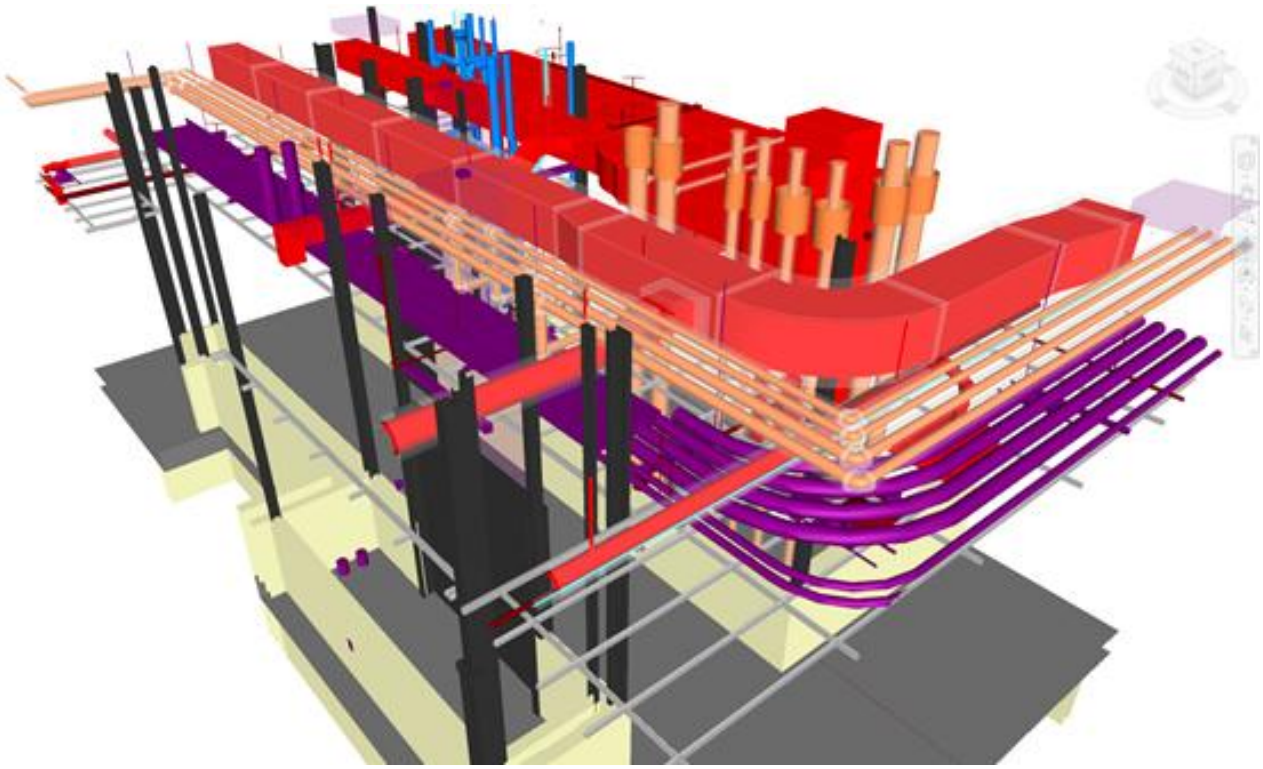
Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

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. **All Trades participating will require having a minimum of 1 ACC AutoDesk Construction Cloud seat of BIM Collaborate level for each user actively involved in coordination.**

g. **As-built Model Requirement – This 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 g6 and g7 for descriptions of Design and Construction Changes.

2. Digital format As Built: The following are the digital deliverable formats:
   - Native BIM Model - 3d Revit. rvt is preferred or 3d AutoCAD .dwg, or .ifc format. Versions TBD. These models take the place of printed as built drawings as well as printed coordination drawings. Completing the "as built" we provide up-to-date Procore pdf drawings, Progress and final Cupix Reality Captures that are compared to the coordination model to confirm the models, and the field installation are the same.
   - Coordination models - Navisworks .nwc or .nwd and 3d AutoCad .dwg format exported from your native models. These models are used to solve all clashes prior to installation in the field. The reports of identified clashes are digitally stored in the model and take the place of any specified printed reports that would be used to determine monthly or final payments.
   - Coordinated Shop Drawings - .pdf and 2d AutoCAD format. These printed drawings come from a coordinated model. Coordinated Shop drawings take the place of specified separate "Coordination drawings, Separate Shop drawings, and separate as built drawings."
   - Coordinated 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 ensure 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.

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)
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)
o. Structural Geo Piers and Zone of Influence (Dark Green)
p. Data/Networking (Purple)
q. Audio Visual (Purple)
r. Framing Trusses (Charcoal Gray)

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/lod/]. 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. The trades creating Coordination models will label all equipment within their scope of work to match the contract document's equipment labels. For example: contract documents call out three RTU's as RTU-1, RTU-2, and RTU-3. Subcontractors' coordination models will also label the type of parameter the same way to match the contract documents.

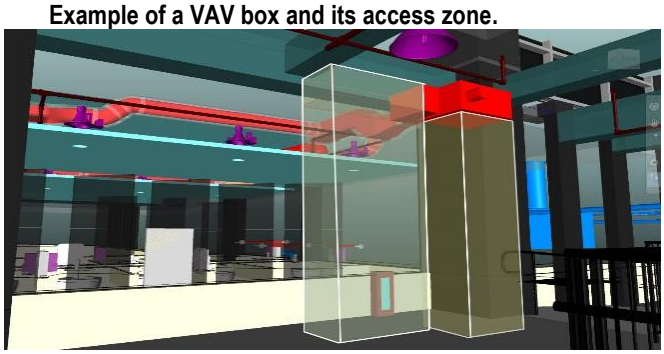
c. Design Models are to be used as a background or for reference only. Engineer models are the property of the design team and cannot be duplicated to represent a Trade Contractor's scope of work during the BIM coordination process. Nor can they be duplicated to represent a Trade Contractor's scope of work in the production of Coordinated Shop Drawings.

d. 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.

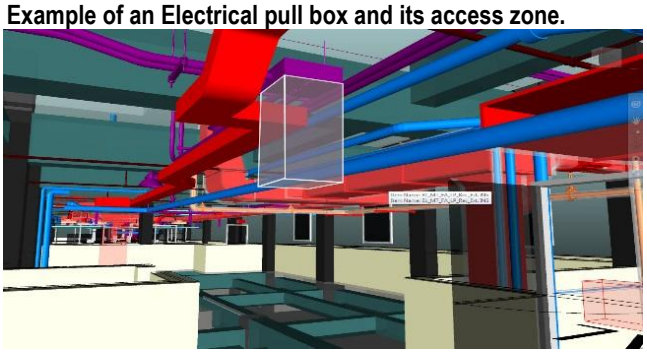
e. Trades that do not model at the required LOD will be subject to moving their scope of work as needed for resolution in the field. If trades that do not coordinate their entire scope of work in the BIM cause another trade to perform rework in the field, they will the trade absent from the BIM coordination is liable for the associated cost of the rework.

f. 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.



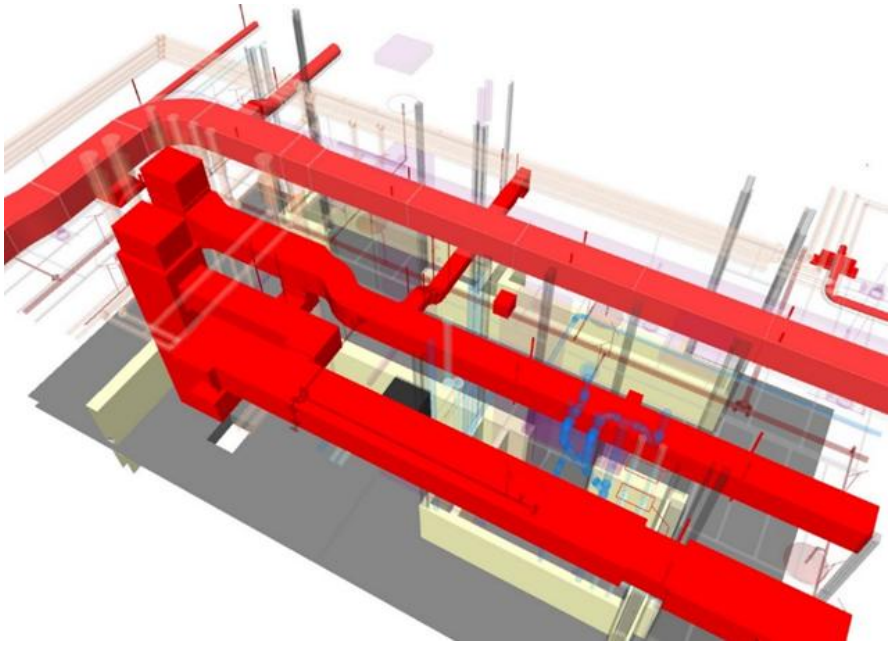
Example of an Electrical pull box and its access zone.



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
Fire Dampers
Fire Damper-Access Clearances
All Slab Penetrations



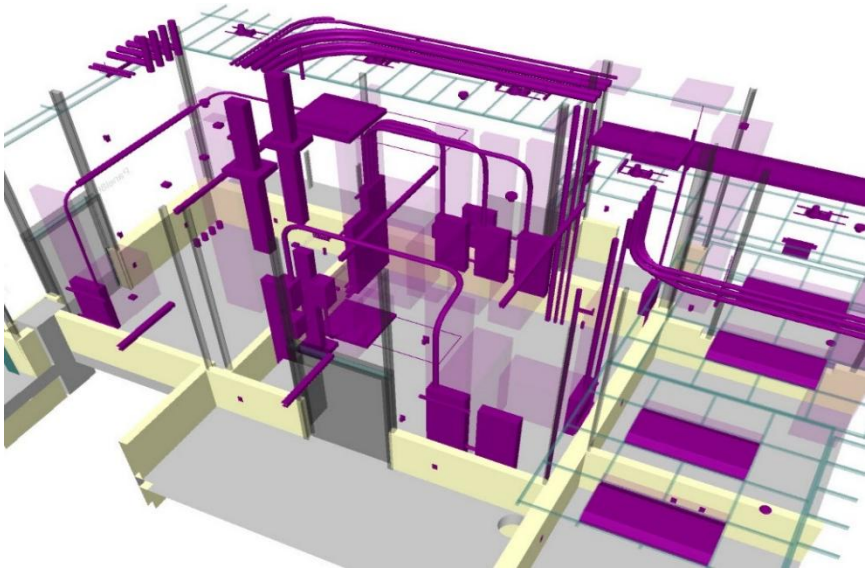
Systems (not limited to)
Supply air - Red
Return air - Red
Exhaust air - Red
Outside air – Red

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 ≥ ¾"
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)

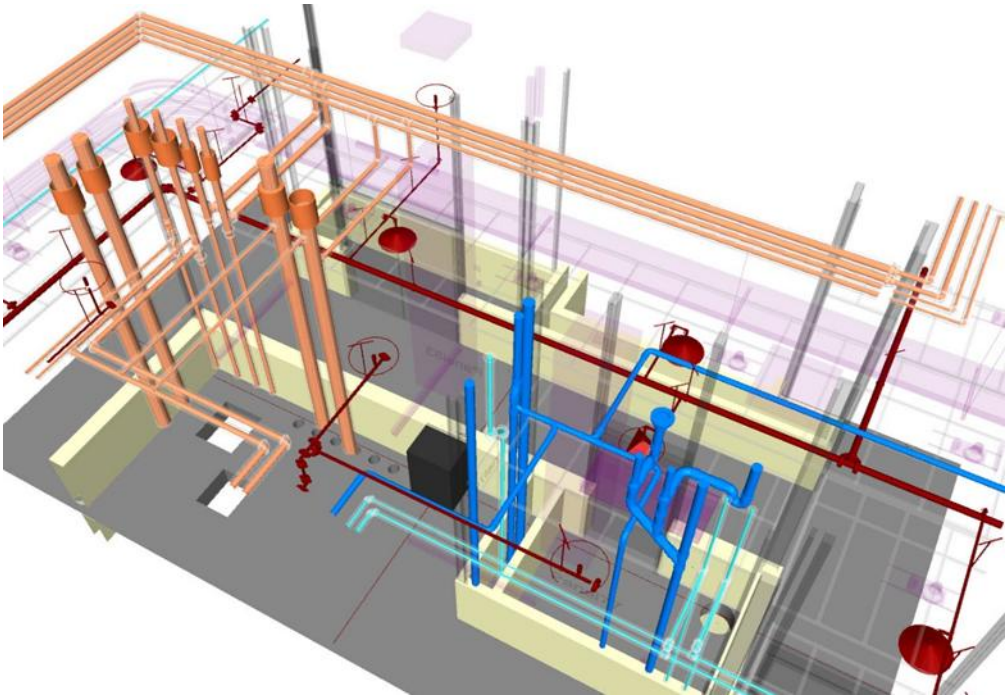
Noted Flintco's Appearance Profile Overrides

Elements (not limited to)

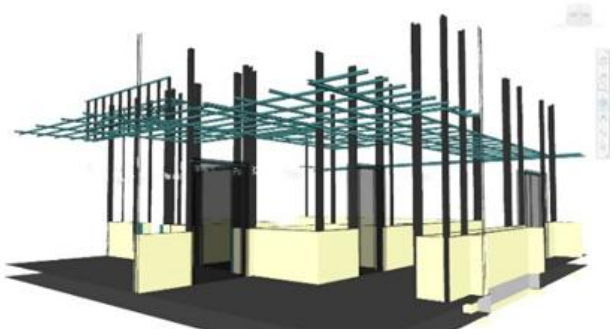
Equipment
Equipment pads
Valves
Fittings
Fixtures
Equipment
Drains
Caps
Cleanouts
Pipe slope
Pipe insulation
Hangers / supports
Sprinkler Heads
Sprinkler pipe
Plumbing pipe
Mechanical pipe
Communication Panels
Control panels
Flow Meter Valve and Access Panel

Systems (not limited to)

Domestic water
Sanitary
Vent



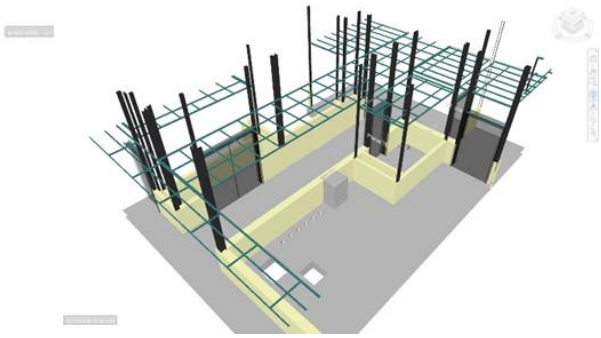
Storm
Medical or Natural Gas
Heating Hot Water
Chilled Water
Steam
Fuel
Sprinkler
Pneumatic
All Underground
All Slab Penetrations



Light Gage Framing & Ceilings [LOD 350]

Noted Flintco's Appearance Profile Overrides

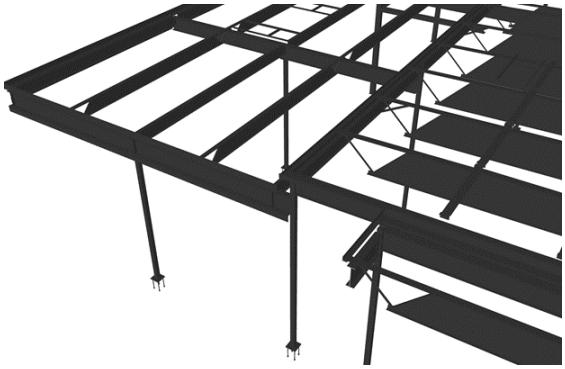
Elements (not limited to)
Specialty ceilings
Lay-in or Solid Ceiling Framing
Rated enclosures Vertical or Horizontal
Kickers on partial height walls, exterior walls, bulkheads, or soffits
Structural load bearing walls
Corner studs, King studs Headers,
Lintels, Critical studs, Load bearing studs



LOD 400 (not required)
Strapping, Sheetrock
Plywood, Clips, Anchors
Studs between corners, Studs above headers
Studs below Sills, Top and bottom track

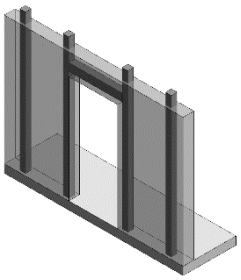
Structural Steel [LOD 350]

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

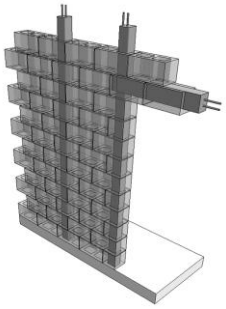


LOD 400 [not required]
Welding
Fasteners

Masonry [LOD 350]



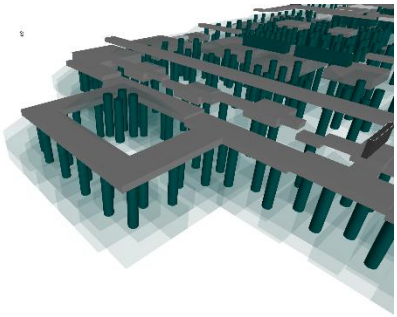
Elements [not limited to]
Bond beams,
Vertical or Horizontal grouted cells, Lintels,
Critical Structural Elements, Top of wall supports.



LOD 400 [not required]
Rebar, Masonry Units, Wall Ties, Flashing

Structural Wood, Glu-Lam or CLT [LOD 350]

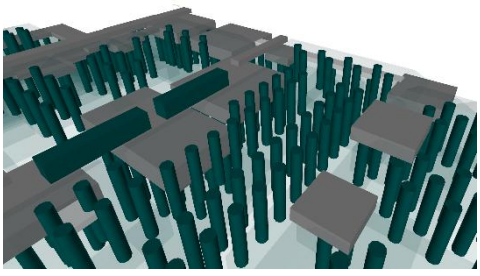
Elements [not limited to]
Structural framing (girder, beam, brace, channels, stringer etc)
Sleeves, Holes, Inserts, Pass throughs, any engineered opening in Struture.
CLT joints
CLT void space floor supports.
Joists w/ cord extensions
Trusses- Including Webbing
Columns, Embeds, Plates (Cap, Gusset, Base, 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

Structural Geo Piers [LOD 350]

Noted Flintco's Appearance Profile Overrides

Elements (not limited to)
Aggregate Piers per approved shop drawings
Zones of Influence

Section 4. 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 effect 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 to additional meetings will be required as necessary to resolve areas of greater concern.

Section 5. Trade Contractor BIM Roles and Responsibilities

a. Model 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.

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.

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 Concrete is not permitted without prior written approval from the structural engineer. RFI's are required for all core drilling. CLT Core Drilling is strictly prohibited and to be avoided.

Section 6. Flintco BIM Manager & Project BIM Coordinator Roles and Responsibilities

a. Responsible for verifying 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 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. 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.

b. 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).

c. Weekly uploads are required by every trade 1 day before each meeting at a specified day and time.

d. Trades will notify all other trade BIM coordinators via email that a new model has been uploaded to Flintco's server if uploads be made more frequently.

e. 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.

f. 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 as not to delay the project or BIM process.

g. 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:

1st time-Flintco will issue a letter of non-compliance stating the reason for non-compliance.
2nd time-Flintco may withhold a portion of the month's payment.
3rd time-Flintco may use withheld payment to pay another source to complete BIM for that trade.

Examples of Non-Compliance:

a. To all Trades: Model according to the contract documents as graphically represented. Dimensions for elements may not be fully detailed in the contract documents; trades shall coordinate to the 350 LOD and dimension their scope of work for design team review and approval. Failure to model scope of work while awaiting additional dimensions constitutes non-compliance with the BIM coordination process.

b. Not uploading on time.

c. 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.

d. Not linking all models available to avoid clashes with other trades. Content modeled in obvious conflict with another trade is considered failing to coordinate. Specifically, not live-linking via **Autodesk BIM Collaborate Pro when applicable.**

e. Not constructively involved in BIM coordination meetings or not willing to offer adjustments after content is modeled.

Section 9. Modeling Reminders

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 10. 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.

Section 11. File Sharing & Communication:

a. File Sharing: Trades will upload weekly model nwc&dwg updates to ACC\\Project Number-Name\Project Files\Sub\Trade Folder
   1. **All trades are required to purchase their own Autodesk BIM Collaborate or BIM Collaborate Pro License to be able to access and upload all BIM related files.**
   2. **All Trades utilizing the ACC Cloud for file sharing are required to live-link other Trade native models to actively reduce clashes.**
   3. 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.
   4. 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.
   5. 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 in order to "Avoid" clashes with each other.
c. Navisworks Manage 20XX is the version Flintco will be using for coordination (ADJUST AS NEEDED).
d. NWC & DWG are the required formats needed from each of the trades for weekly models' updates. Depending on each participant's native software exported formats may be needed by the rest of the team. File formats will be determined at the BIM kick-off meeting.

All "Native" models will be required to be shared with Flintco at the end of the project in their original Native software format.

Section 12. Example of BIM Meeting Times and Location: will be shared during the BIM Kick-Off Meeting

a. Weekly Model Upload to Flintco's ACC Project - TBD
b. Weekly BIM Coordination meeting Via Zoom or Teams - TBD

c. Meeting Location and Remote Access: Zoom or Microsoft Teams are Flintco's primary means of conducting meetings, until they become disruptive or unproductive, then face to face meetings will be required.

Section 13. Initial BIM Coordination Meeting Milestone: Milestones Schedule will be shared during BIM Kick Off.

Section 14. File Naming Conventions: will be shared during the BIM Kick-Off Meeting

Section 15. Model Project Base Points & Coordinate Alignment: Instructions will be shared during the BIM Kick-Off Meeting

Section 16. Visualization of Coordination Areas, Origin, Cutting Up the Model and Phasing Sequence: Example

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 ¼" above floor. For example- floor drain body to be raised for floor penetration reviews.

Section 17. Keys to Successful BIM Coordination - Project Specific Keys to Success with be shared during the BIM Kick-Off

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 18. Folder and File Structure: will be shared during the BIM Kick-Off Meeting

Section 19. Sign-In Sheet: will be shared during the BIM Kick-Off Meeting

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 adjust ability 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

FLINTCO



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. 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. 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.

6.2.4 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)

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.

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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.

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§ 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

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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.

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§ 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

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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

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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.

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§ 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

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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.

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§ 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.

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§ 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.

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§ 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

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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

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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

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.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.

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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.

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§ 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;

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.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

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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

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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.

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§ 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.

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§ 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

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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

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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

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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.

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§ 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.

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§ 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;

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.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.

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§ 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.

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§ 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.

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§ 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

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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.

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Mercy Safety Training Video found at:

https://players.brightcove.net/830934500001/default_default/index.html?videoId=6308108956112

Policy / Procedure: Mercy Contractor Safety Education Policy

Standard or Regulation:

Effective Date:

Supersedes: PD&C Contractor Safety Education Program

Cross Reference:

Scope: This policy is applicable to all Mercy Facilities Maintenance and Operations (FMO) and Planning, Design, and Construction (PDC) contractors and vendors.

Issuing Authority: Planning, Design, & Construction, Facilities Maintenance & Operations

Responsible Leader: Executive Director- Planning, Design, & Construction; Executive Director- Facilities Maintenance & Operations

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PURPOSE: To provide a Contractor Safety Education Program (CSEP) ensuring contractors and vendors working within Mercy Facilities do so in a safe manner. Mercy has a vital interest in maintaining safe, healthful, and efficient working conditions for contractors, visitors, patients, and coworkers.

POLICY:

A. The Contractor Safety Education Program applies to all contractors working within Mercy Facilities. All non-facility labor and consulting staff must be trained to support safety procedures.

B. The Contractor shall bear sole responsibility for the safety of its employees and shall take all steps necessary to protect the safety and health of their employees and Mercy patients, visitors, and coworkers.

PROCEDURE:

A. Identifying Contractor Safety Training Requirements:
   1. Prior to initiating any investigation work, construction or maintenance related activities, the contractor or vendor representative shall identify the staff participating in the proposed project.
   2. The contractor or vendor representative shall receive access to Mercy's policies and contractor safety video prior to the start of work. The contractor shall provide access to the Safety Program documentation and opportunity to attend an initial safety orientation prior to the start of work to all personnel planned to be onsite.
   3. All onsite scheduled contractor personnel who have not completed facility safety training or have not been re-certified within the current calendar year shall complete Mercy Facilities Safety Training prior to starting any work on the job site.

B. Training Program and Recertification:

1. Facilities Maintenance and & Operations administrative co-workers shall manage the training process for all FMO contractors and vendors. These co-workers shall also assist PD&C contractors and vendors at the request of the PD&C project manager.
2. FMO administrative co-workers or the PD&C project manager will provide participants proper facility identification credentials such as badges or hard hat stickers upon successful completion of the Mercy facilities safety training video.
3. If contractor personnel are on site for more than one (1) year, they must be re-certified annually. All personnel are required at a minimum to be re-certified at the beginning of each calendar year regardless of start date.
4. All contractor and vendor personnel will be required to watch the Mercy facilities safety training video and sign a written record indicating consent to the requirements (attached Sample Individual Safety Training Acknowledgement Form).
5. Facilities Maintenance & Operations shall maintain updated record of contractor personnel that have completed the safety training video (attached Sample Safety Training Completion Log).
6. Facilities Maintenance & Operations administrative co-workers shall also request proof of COVID-19 and annual influenza vaccination for each FMO contractor or vendor personnel onsite as required by Mercy's Human Resources Mandatory COVID-19 Vaccination Policy and Mercy's Co-worker Health Influenza Vaccination Policy. A copy of the proof of vaccination shall be kept in the vendor's file with their safety education training individual acknowledgement form.
7. For strategic projects, Planning, Design, & Construction shall keep updated records of contractor personnel that have completed the safety training video with the associated project documentation.
8. For routine projects, Facilities Maintenance & Operations shall keep updated records of contractor personnel that have completed the safety training. This may require coordination with the PD&C project manager to ensure all documentation is received.
9. Failure to comply with the CSEP will result in potential removal of the contractor from Mercy Facility.

C. Work Site Inspections:

1. Scheduled or random inspections may be conducted by Mercy personnel or authorized project representative.
2. Inspections are conducted solely for the benefit of Mercy. Contractors and vendors shall be responsible for compliance with all State labor laws, OSHA regulations, and all Mercy policies and procedures reviewed in the Facilities Safety training video.
3. Any identified concerns during inspections shall be addressed immediately.

D. Additional Requirements:
   1. Project personnel (e.g. Project Directors, Managers, Engineers, Superintendents) leading work activities within Mercy Facilities shall be required to have the ASHE Healthcare Construction Certificate.
   2. The contractor's safety program should be submitted to Owner and kept on file with current EMR data, for the duration of the project plus a minimum of 5 years. The Contractors safety program should meet or exceed all regulatory requirements for the State Department of Labor and the Occupational Safety and Health Administration (OSHA) Construction Safety Training.

Originated by:
Original Date Policy / Procedure Issued:
Reviewed Dates:
Revised Dates:
Reviewed by:
Policy Committee Format / Process Acceptance by: **Date:**

Approved by:
Legal Review By (if needed): **Date:**
HR Review By (if needed): **Date:**
Name / Title **Date:**
Name / Title **Date:**

MERCY FACILITIES SAFETY TRAINING PROGRAM

INDIVIDUAL ACKNOWLEDGEMENT FORM

I have watched the Mercy Safety Training Video and Understand the Rules & Requirements:

Name (Printed)	Signature
Employer	Date
	Safety Training - Sticker Number or Badge Number

MERCY FACILITIES SAFETY TRAINING VIDEO

CONTRACTOR/VENDOR - COMPLETION LOG

Name	Company	Date	Sticker/ Badge Number	Work Category

Mercy Facilities Hub SharePoint

Vendors Access Process

Project Manager

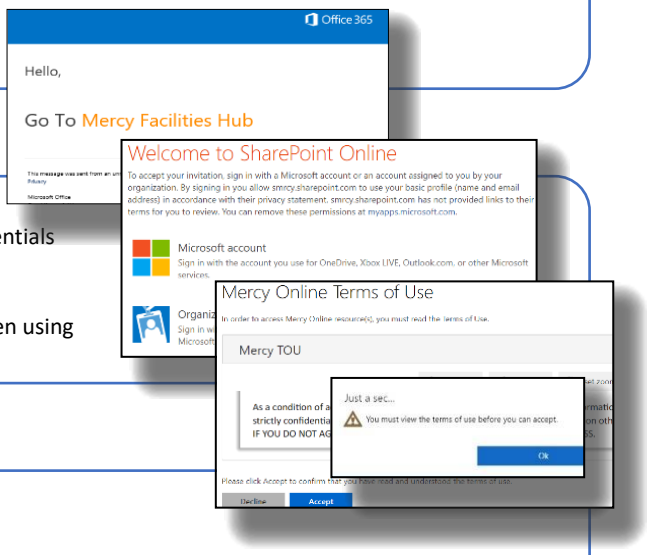
- Project Manager sends email to request angel.young@mercy.net
  - Includes: Individuals' Name, Company, and Email Address

Administrative Assistant

- Angel checks sharepoint for existing domain accounts [Settings/Site Permissions/Advanced Permissions Settings/External Users]
  - If not active, emails MTS to add domain: <todd.brandt@mercy.net> (cannot add gmail, yahoo, etc)
  - If active - adds new user [Settings/Site Permissions/Advanced Permissions Settings/External Users]

SharePoint Team

- Email comes from no-reply@sharepointonine.com
  - Check junk/spam folders



Vendor

- Click "Mercy Facilities Hub" link in email
  - Log into SharePoint using your account credentials
  - Click "Terms of Service" and review
  - Click "Accept"
    - Approval will expire every 90 days, plus when using a new PC, browser, cleared cache, etc.

HELP

- Contact angel.young@mercy.net
  - Technical questions on functionality contact MTS - Cloud Platform team (MTSCPT@mercy.net)
  - Questions regarding the policy or external guest accounts, contact Identity Access Management team (IdentityAccessManagement@mercy.net)

Facility Name(s):	Mercy Health	
Policy / Procedure:	MW ESEM Power Strips and Extension Cords Policy	
Approved by:	John Farnen (Vice President-Facilities)	Date: 06/16/2021

PURPOSE:

To provide guidelines and standard procedures for obtaining more accessible power sources by reducing the use of power strips and extension cords while assuring patient and co-worker safety and complying with regulatory standards within and outside of the patient care vicinity.

DEFINITIONS:

Ampacity – "the current, in amperes, that a conductor can carry continuously under the conditions of use without exceeding its temperature rating" (NFPA 99-2012)
Daisy Chaining – connecting one relocatable power tap to another relocatable power tap to add length or additional receptacles
Extension Cord – any detached/portable 110-volt or higher voltage wiring that is used to transfer power from an outlet or power source to a power consuming device
Patient Bed Location – "the location of a patient sleeping bed, or the bed of a procedure table of a critical care area" (NFPA 99-2012)
Patient Care Related Equipment – "electrical equipment that is intended to be used for diagnostic, therapeutic, or monitoring purposes in a patient care vicinity" (NFPA 99-2012)
Patient Care Room – "any room of a health care facility wherein patients are intended to be examined or treated" (NFPA 99-2012)
Patient Care Vicinity – "a space, within a location intended for the examination and treatment of patients extending 1.8m (6 ft.) beyond the normal location of the bed, chair, table, treadmill, or other device that supports the patient during examination and treatment and extends vertically to 2.3m (7ft. 6in.)" (NFPA 99-2012)
Permanent Wiring – wiring that is used for more than 8 hours in a day and left connected at all times
Power Strips – a block of electrical sockets that attaches to the end of a flexible cable (typically with a grounded plug on the other end), allowing multiple electrical devices to be powered from a single electrical receptacle; RPT's and SPRPT's are two different types of power strips
Relocatable Power Tap (RPT) – a power strip of the polarized or grounded type of equipment with overcurrent protection and listed as in compliance with UL 1363
Special Purpose Relocatable Power Tap (SPRPT) – a power strip of a polarized or grounding type equipped with overcurrent protection and listed as in compliance with UL 1363A or UL 60601-1 for use with medical equipment; SPRPT's come in two types, Type 1 which is permanently attached to equipment assembly, and Type 2 which is the non-mounted type
Temporary Use – power strips or extension cords used in remote locations for short periods of time such as with maintenance or construction activities
Wire Management – organization of wires/cables serving electrical or MTS equipment so that they are safely maintained and do not present any hazards

POLICY:

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Every effort will be made to minimize the use of power strips throughout the ministry. Whenever possible, permanent receptacles will be added to areas needing additional power.

A. In new health care facilities or existing facilities that undergo a renovation or change in occupancy, patient care rooms and patient bed locations shall be provided with receptacles as provided by NFPA 99, 2012 edition, section 6.3.2.2.6.
B. If power strips are requested due to cord length, power cords will be replaced with longer cords where possible.
C. Power strips, relocatable power taps, or special purpose relocatable power taps that are deemed unsafe by Facilities Maintenance and Operations (FMO), Healthcare Equipment Services (HES) or Environmental Safety & Emergency Management (ESEM) will be removed from service immediately and disposed of.
D. In the patient care vicinity, no type of power strip may be used to power non-patient care-related electrical equipment (i.e. personal electronics).
E. In the patient care vicinity, only SPRPT's in compliance with UL 1363A or UL 60601-1 shall be used.
F. Outside of the patient care vicinity, only RPT's in compliance with UL 1363 shall be used.
G. In patient care rooms, patients and visitors are prohibited from using personally owned power strips. Also, special purpose relocatable power strips are for approved limited purpose only (i.e. not for personal use).
H. In all areas of the facility, power strips shall be removed when there are sufficient wall receptacles to accommodate electrical equipment.
I. Departments in need of additional power sources shall contact FMO to investigate the circuit capacity for the additional power request. The sum of the ampacity of all appliances to be connected shall not exceed 75 percent of the power strip. FMO shall then work with HES or Mercy Technology Services (MTS) depending on the equipment utilizing the power.
J. In a patient care vicinity where power strips are used to power rack-, table-, pedestal-, or cart-, mounted patient care-related electrical equipment assemblies, power strips must meet all of the following conditions, as required in Section 10.2.3.6 of NFPA 99-2012:
    a. The receptacles are permanently attached to the equipment assembly but are not required to be an integral component of manufacturer tested equipment.
K. FMO, HES, and MTS shall be the only departments with the ability to purchase and/or approve new relocatable power taps through approved options in Lawson.
    a. A power ceiling column is recommended for Surgery and Endoscopy procedure rooms (i.e. areas that have limited space and require a large amount of power supply).
L. Wire management shall occur after each installation of a SPRPT to prevent cables and cords from laying on the floor. This includes all computer and/or medical equipment installations. Wire management devices are required to ensure a safe environment and allow for proper cleaning of the floor.
    a. FMO shall purchase and install a wire mesh cable tray. The recommended wire management device (Mfr. Model # CF54/200EZ) will be installed where any electrical/low voltage cables are

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installed such as under desks, countertops, and other applicable locations to prevent cords from laying on the floor.

b. HES and MTS shall work with FMO to install wire management devices where applicable for their equipment.

c. If the SPRPT is needed for an IV pole, it shall be appropriately mounted to the pole by HES with the recommended bracket (Mfr. Model # PSCLAMP).

M. Daisy-chaining of power strips, RPTs, and/or SPRPT shall not be permitted within the facility and shall be immediately addressed upon discovery with the individuals responsible for the equipment it is serving.

PROCESS:

The following processes relate to the installation and maintenance of the power strips and permanent receptacles.

A. Installation

a. When a department recognizes the need for additional power for patient care related equipment or non-patient care related equipment, a work order will be placed through Service Manager, our work order system, to FMO.

b. FMO will evaluate the work order and department space to determine if there is sufficient capacity in the room for additional electrical equipment.

c. In an effort to eliminate the use and need of RPT's, the following options will be investigated in this order:

i. The equipment will be rearranged so it is within reach of an existing receptacle.

ii. Additional receptacles will be added and/or duplex receptacles will be replaced with a quad receptacle.

iii. A special purpose relocatable power tap will be purchased, issued to the requesting department, and installed.

d. If FMO decides a SPRPT is necessary for patient care related equipment in a patient care vicinity, they will consult with HES to ensure safe operation of the medical equipment.

e. If FMO decides a SPRPT is necessary in the patient care vicinity for MTS related equipment, they will consult with MTS to ensure effective, safe operation of the equipment.

f. When the SPRPT is issued, depending upon the equipment it is attached to, either FMO, HES, or MTS will place the SPRPT item number in an inventory with its issued location.

i. MTS shall work with FMO to add MTS related SPRPT's to the FMO inventory with MTS listed as the owner.

ii. SPRPT's issued in co-worker personal office shall be coordinated through FMO with the assistance of MTS when computers are plugged into the device.

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g. Wire management will then be installed after the SPRPT is placed in service.
    i. FMO shall install approved wire management devices with non-clinical equipment SPRPTs.
    ii. HES shall install approved wire management devices with patient care related equipment.

B. Maintenance
    a. Departments having SPRPT's shall ensure the proper use and precautions required by NFPA 101 and referenced documents must be undertaken, including but not limited to:
        i. SPRPT's that are damaged, i.e. melted, burned, frayed, discolored, or hot to the touch shall be removed from service and reported to FMO, HES, or MTS depending on the equipment it is serving.
        ii. Proper insertion of plugs into receptacles so that no part of the metal prongs are exposed.
        iii. No daisy chaining of power strips, RPT's, or SPRPT's.
        iv. Prevention of cords becoming a tripping hazard through wire management processes.
        v. No overloading of SPRPT's with high-load devices.
        vi. SPRPT's are not used in areas where air circulation is limited as this may lead to overheating.
        vii. Devices should be connected to the SPRPT so that tension is not transmitted to joints or terminals.
        viii. Clinical staff should not remove or destroy the plastic covers installed on any RPT's as this may allow additional devices to be plugged into the RPT and cause it to exceed its ampacity rating.
    b. Appropriateness of use and integrity will also be observed and verified during Environment of Care (EOC) rounding.
    c. When an SPRPT is no longer needed, it should be returned to the issuing department.
    d. The electricity integrity of the SPRPT shall be maintained through a routine maintenance program by issuing department maintaining its inventory.
        i. HES shall inspect each SPRPT attached to medical equipment on a 24-month frequency basis or when the equipment it is serving is inspected on its normal preventative maintenance schedule.

C. Off-site facilities shall follow the same process as hospital departments.
    a. If additional power is needed for patient care related or non-patient care related equipment, a work order shall be placed in Service Manager.
    b. Real Estate will work with FMO to evaluate the space to determine if there is sufficient capacity in the room for additional electrical equipment.
    c. Other options will be investigated prior to purchasing and installing the RPT.

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d. FMO will discuss with HES or MTS, if an RPT or SPRPT is found necessary to install in the patient care vicinity.

e. Once installed, the department must maintain proper use and contact FMO, via Service Manager, if any hazards are found.

RESPONSIBILITIES:

A. All Departments

a. The department requesting additional power sources is responsible to start the installation process via request in the work order system to FMO.

b. Ensure issued SPRPT's are maintained safely and used appropriately in their work environment.

B. FMO

a. Investigate all additional power requests and determine most effective solution for the request.

b. Ensure the sum of ampacity of all appliances connected to the receptacles shall not exceed 75 percent of the power strip.

c. Work with MTS when additional power is needed in a co-worker's personal office for computer/under desk needs.

d. Install wire management devices where needed with an SPRPT.

e. Maintain an inventory of SPRPT devices issued by FMO in patient care vicinity.

f. Ensure electrical integrity of the issued devices through scheduled inspections.

C. HES

a. Ensure safe use of SPRPT's with patient care related equipment that they maintain.

b. Maintain an inventory of SPRPT devices issued by HES in patient care vicinity.

c. Ensure electrical integrity of the issued devices through scheduled inspections.

D. MTS

a. Ensure all issued equipment has the appropriate SPRPT installed.

b. Work with FMO to install wire management devices on MTS issued SPRPT's.

c. Work with HES to evaluate SPRPT use for computers or monitors supporting clinical equipment.

d. Maintain an inventory of SPRPT devices issued by MTS in patient care vicinity.

e. Ensure electrical integrity of the issued devices through scheduled inspections.

ATTACHMENTS:

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A. Flow Chart

REFERENCES:

2012 NFPA 99: Health Care Facilities Code

2011 NFPA 70: National Electric Code

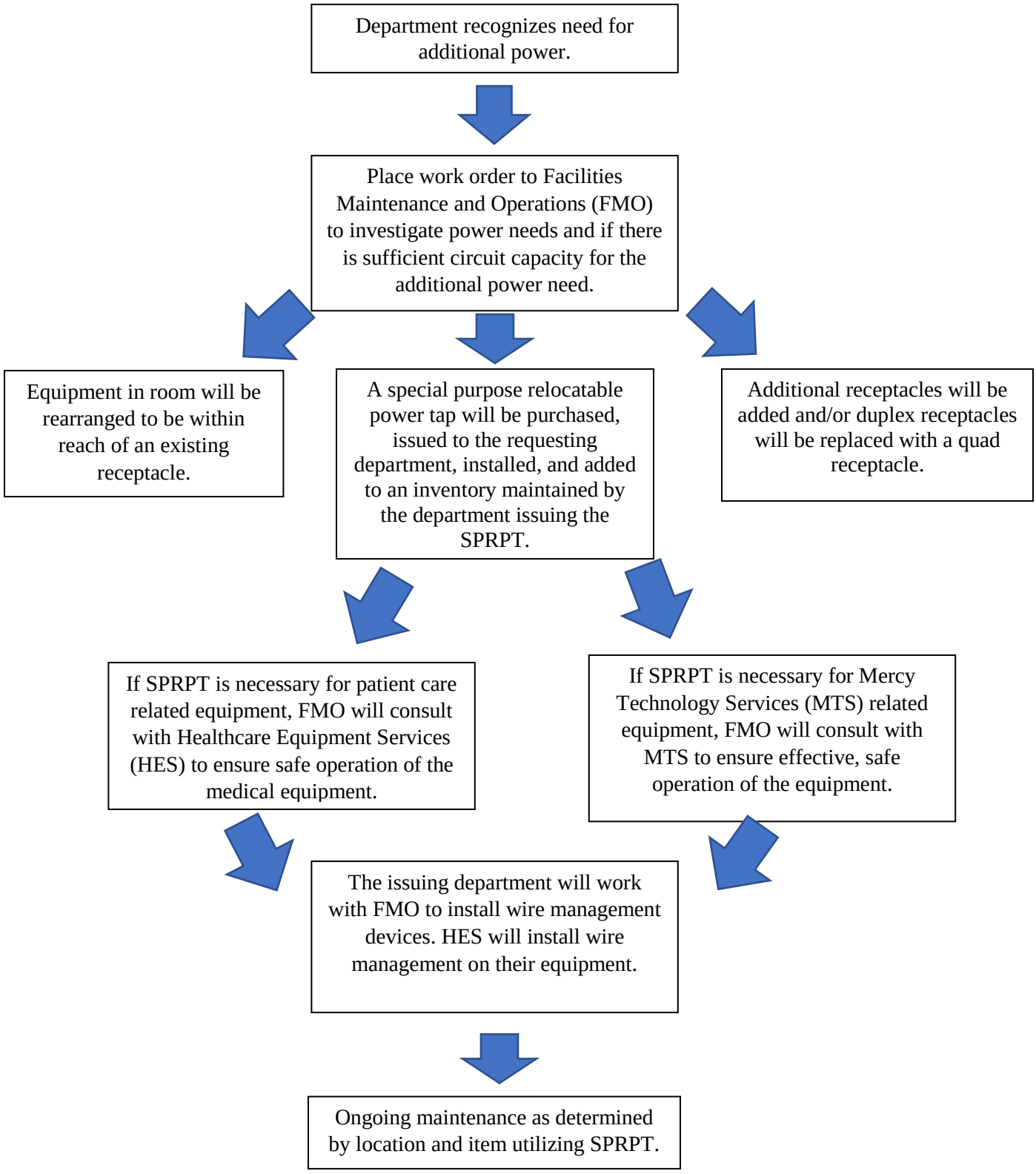
Underwriter's Laboratories Standard 1636, 1636A, and 60601-1

Originated by:
Original Date Policy / Procedure Issued:
Reviewed Dates:
Revised Dates:
Reviewed by:
Policy Committee Format / Process Acceptance by: **Date:**

Approved by:
Legal Review By (if needed): **Date:**
HR Review By (if needed): **Date:**
Name / Title **Date:**
Name / Title **Date:**

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ATTACHMENT A: FLOW CHART



Facility Name(s):	Mercy Health	
Policy / Procedure:	MW ESEM Small Appliances Policy	
Approved by:	Erica McAllister (Exec Dir-Envir Safety & Em Mgt)	Date: 07/22/2021

Scope: To provide and maintain a safe working environment for all patients and Mercy coworkers throughout the East, West, and Central communities.

Purpose: To provide direction in the use of personal electrical appliances and equipment in all Mercy facilities to ensure a safe working environment for co-workers, patients, vendors, and visitors.

Policy:

A. Restrictions on the use of personal electrical appliances in Mercy facilities are listed below and shall be monitored and enforced by Facilities Maintenance and Operations (FMO) Leader, Environmental Safety and Emergency Management (ESEM) co-workers or Public Safety and Security co-workers.

1. Toasters, Toaster Ovens, Microwaves
    a. May not be used in private offices or workstations.
    b. May be used only in a properly equipped and approved break area or designated kitchenette space.
    c. Must be plugged into regular wall outlets.
    d. Other appliances such as hot plates, air fryers, crockpots, etc. shall only be permitted for special occasions and approved by the department leader.

2. Coffee Makers
    a. May be used only in a properly equipped and approved break area or designated kitchenette space.
    b. Must be plugged directly into the wall outlet.
    c. Personal coffee makers (four cups or less) that do not incorporate a hotplate may be used in a private office or workstation.

3. Refrigerators
    a. Must be in a properly equipped and approved break area or designated kitchenette space.
    b. Must be plugged into regular wall outlets only.
    c. Individual refrigerators should not be used in offices and cubicles.

4. Portable Space Heaters
    a. Must be plugged into regular wall outlets only.
    b. Prohibited in all healthcare, ambulatory healthcare, and business occupancy locations unless both of the following items are met:

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A. The heating elements do not exceed 212 degrees Fahrenheit.
B. The heater can be used in the following approved locations:
    1. Private office
    2. Co-worker workstation (cubicle)
C. If a co-worker wants to use the space heater in a location not listed above, approval must be received by ESEM or FMO.

B. The following are limitations for all the above appliances:
    1. All cooking must be attended, and timers may not be used.
    2. Must all be UL listed and remain in good working condition including cords.
    3. Must only be placed on noncombustible surfaces.
    4. Must be operated in accordance to the manufacturer's recommendations.
    5. Must be connected directly into the wall outlet- no extension cords.
    6. Appliances must be powered down and/or unplugged at the end of the day for fire safety and energy conservation.

Responsibilities:

A. Department Leaders
    i. Will be responsible for maintaining an inventory of appliances.
    ii. Department leaders can approve or deny the use of certain appliances during special occasions.
B. FMO Leaders / ESEM Co-Workers / Public Safety and Security Co-Workers
    i. When necessary, the FMO leader may prohibit the use of personal electrical devices in specific areas.
    ii. During Environment of Care rounding, the devices will be evaluated for compliance.

Maintenance:

A. Cleaning and maintaining the appliance is the responsibility of the owner.
B. Any device considered to be outside the guidelines of this policy or that present a potential hazard to the facility or its occupants must be removed. If the owner does not remove it in a timely manner, it will be removed and held for claim by the owner.
C. Items left unclaimed for more than 30 days will be disposed of.

References:

NFPA 101-2012: 19.7.8, 21.7.8

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Memo

Date: June 5, 2023

To: Mercy Vendors and Non-Employed Service Providers

From: John Farnen, Vice President – Facilities Operations

Subject: **COVID-19 Vaccination Required by September 30 at Mercy**

As you know, the FDA granted emergency use authorization to three manufacturers of the COVID-19 vaccine late last year. Pfizer and Moderna have applied for full approval of their COVID-19 vaccines from the FDA and we expect it will be granted soon, which means their vaccines meet the most stringent review of efficacy and safety data possible for vaccines in the United States.

Based on the significant amount of safety and effectiveness data amassed around the world in billions of people who have received the vaccines and over 171 million in the U.S., Mercy will be requiring full vaccination against COVID-19 for all current and future co-workers, physicians, advance providers, nurses and all others who serve and work in our facilities. In doing so, we'll join the many other health care organizations – now well over 20 large systems in the U.S. – who are both in our communities and across the country, who mutually recognize COVID vaccination serves the common good, protects patients, and is crucial to safeguarding public health.

We have set Thursday, September 30, 2021 as our date for complete vaccination of our current co-workers, **and others who provide services in our facilities**. If you have not yet been vaccinated, please schedule yours as soon as possible. Anyone can schedule for the COVID-19 vaccine by registering at mercy.net. ~~As with other vaccines, there are those with legitimate medical and/or religious reasons for not receiving the COVID-19 vaccine. Our policy to support this vaccine requirement will include both considerations for exemptions and implications for those who choose not to get vaccinated.~~

We understand that vaccination can be a sensitive subject, but science has shown the COVID-19 vaccine to be safe and effective. It also clearly shows that higher vaccination rates mean fewer cases and a much lower rate of illness and hospitalization. This has been demonstrated in nursing home studies, and now we are seeing it in some of our own lower-vaccinated communities, where the number of cases is increasing substantially in non-vaccinated populations. This will almost certainly be further exacerbated by the emerging Delta variant because it spreads more easily. We have a short window to act and we have an obligation to protect the health of our communities and the patients we care for. We can't be good advocates if we are not leading by example through high vaccine acceptance.

If you have ethical concerns about the vaccine, rest assured that the Catholic Church and the U.S. Conference of Catholic Bishops (USCCB) fully support the vaccine for the good it can do in our communities. The Church has also clarified that it is an inaccurate portrayal of Catholic moral teaching to state that it is immoral to be vaccinated. The Vatican, Congregation for the Doctrine of the Faith, as well as statements from Pope Francis and the USCCB are aligned in this position.

With your help, we will someday soon be able to look at this pandemic as a thing of the past. We are asking that all our service partners help us maintain a safe working environment by ensuring all people working in Mercy facilities receive the complete dosing regimen of one of the COVID-19 vaccines authorized by the U.S. Food and Drug Administration (FDA) ~~before September 30, 2021~~, and provide data of all their co-workers' vaccination status on the attached spreadsheet. Please complete all details and return to angel.young@mercy.net.

Thank you for your understanding of and compliance with Mercy's COVID-19 vaccine requirements. We appreciate your partnership in all things, especially in our work to vaccinate our communities and lower the spread of COVID-19.

Details			First Vaccine		
Vendor Name	Individual	Date of Birth	1st Vaccine Producer	1st Vaccine Lot Number	1st Vaccine Received Date
Example CO	Jane Doe	1/1/2000	Pfizer	AE1234	1/1/2021

		2nd Vaccine / Booster			
1st Rcvd at Facility Name	1st Received in City	2nd Lot Producer	2nd Lot	2nd Date	2nd Facility
Mercy	St Louis	J&J	J822246	1/1/2021	Mercy

	3rd Vaccine / Booster				
2nd City	**3rd Producer**	**3rd Lot**	**3rd Date**	**3rd Facility**	**3rd City**
Pacific, MO	Moderna	E23456	6/1/2021	Walgreens	Chesterfield, MO

)

Mercy
14528 S. Outer Forty Drive
Suite 100
Chesterfield, MO
(314) 579-6100

Date: September 3, 2021
To: Our Valued Vendors and Contractors
From: Donn Sorensen, Executive Vice President-Operations

As September 30 approaches, we want to provide additional clarity for your team and our many trusted partners regarding Mercy's COVID-19 vaccine requirement deadline. We know our policy has implications for your personnel and operations. The guidance below is intended to help you understand the scope of this requirement and who might be impacted on your team. It is our intent that those who would have contact with our patients, co-workers and/or visitors in our facilities should be vaccinated based on our guidance below. While we will take reasonable measures to safeguard the health of all, we rely on your thorough appraisal of the responsibilities and exposure each employee on your team presents. We expect you to ensure your employees take appropriate action if warranted.

It would be impossible to provide comprehensive health care services without an entire network of partnerships that extend far beyond our own co-workers and physicians. That is clearly evidenced in our policy:

> *As a condition of employment, appointment to the medical, residency, or allied staff, or access to work in Mercy facilities, all co-workers (regardless of work location), physicians (integrated and independent), credentialed medical staff (as well as their employed or sponsored advanced practice professionals and clinical assistants), students, residents, interns, fellows, volunteers, clergy, contracted personnel, vendors, and any others who conduct business, work or perform services in Mercy facilities must receive the complete dosing regimen of one of the approved COVID-19 vaccines by September 30, 2021.*

Who should be vaccinated:

Anyone whose work or services would put them in proximity to (for any duration of time, in any indoor or outdoor setting) Mercy patients, co-workers and/or visitors in a Mercy facility. Roles for which this exposure is not routine but feasibly possible due to the nature of the work or service would still be in scope for vaccination. Consider the following examples where we would expect and require vaccination:

- Maintenance, service providers, sales personnel, and other vendors who must enter an operating Mercy facility or work near entry ways for any portion of their role.
- Those who travel through public entrances, hallways or other common areas (even if their intended destination has low exposure/risk).
- EMS and other first responders who wish to use designated lounge areas at Mercy or who spend extended time in our Emergency Departments.

For clarity, non-Mercy co-workers who have a no/low potential for interaction with Mercy patients, physicians or co-workers during the course of their work at Mercy would not be required to vaccinate.

How to take action:

We're asking any of your team members who meet these requirements for vaccination to schedule vaccination as soon as possible in anticipation of our September 30 deadline.

- Vaccinations may be obtained however most convenient to your team. They may schedule vaccination through Mercy on our website at https://www.mercy.net/service/covid-19-vaccine or by calling **833-364-6777**.

As partners, we believe we have a mutual obligation to protect the health of our communities and the patients we care for. We thank you for your understanding of and compliance with Mercy's COVID-19 vaccine requirements. We appreciate your partnership in all things, especially in our work to vaccinate our communities and lessen the impact of COVID-19.

Facility Name(s):	Mercy Health	
Policy / Procedure:	MW CH Influenza (Flu) Vaccination Policy	
Approved by:	Cynthia Bentzen-Mercer (EVP-Chief Admin Officer), John Mohart (SVP-Clinical Services)	Date: 07/09/2021

Effective/Revised Date: July 12, 2021

SCOPE:
All co-workers, physicians (integrated and independent), credentialed medical staff (as well as their employed or sponsored advanced practice professionals and clinical assistants), students, residents, interns, fellows, volunteers, clergy, contracted personnel, vendors, and any others who work or perform services in Mercy facilities must comply with Mercy's mandatory influenza vaccination policy.

PURPOSE:
Mercy recognizes its responsibility to provide co-workers a workplace free of recognized hazards. Mercy has developed this Influenza Vaccination Policy ("Policy") in response to the continued risks of seasonal and pandemic flu in our workplace and the healthcare setting. This Policy is intended to maximize vaccination rates against influenza among Mercy personnel and to protect our patients, co-workers, students, visitors, and the broader community from influenza infection. Mercy requires all co-workers and other personnel who work in Mercy facilities to be immunized against influenza on an annual basis. For the purposes of this Policy, a reference to the influenza vaccine or flu vaccine refers to the influenza shot and any other acceptable alternative available during the flu season.

POLICY:
Mercy takes reasonable and lawful measures to protect its patients, visitors, community, physicians and co-workers from the transmission of communicable illnesses or disease. This Policy is based on practices and recommendations from various organizations, including but not limited to: Centers for Disease Control, The Joint Commission, Association for Professionals in Infection Control, and state and local health departments.

As a condition of employment, appointment to the medical, residency, or allied staff, or access to work in Mercy facilities, all Mercy co-workers, medical staff, residents, fellows, contractors, volunteers, students, and vendors who work in Mercy facilities must receive an annual influenza vaccination or possess an approved exemption. In addition, all co-workers must comply with infection control standards and policies on Infectious/Communicable Diseases, Hand Hygiene, Respiratory Etiquette, Personal Protective Equipment, etc.

PROCEDURE:

Annual Influenza Vaccination

1. Influenza vaccinations will be offered to all Mercy personnel according to published recommendations from the CDC, AAAAI, ACIP, and the local Health Department, with consideration given to the availability of vaccine. Compliance with the annual mandatory influenza vaccination is required no later than **November 1.**

2. Under the direction of hospital and clinic leadership and a local team of physicians and leaders, Mercy will determine the onset and termination of any flu season and/or epidemic that falls outside Mercy's established flu/masking season (November 1 to March 31) based on information from the local Health Departments.

3. Vaccination timeframes may vary according to vaccine availability and local Health Department recommendations.

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If a shortage or delay of the influenza vaccine impacts the vaccine supply, Mercy will develop a contingency plan that includes vaccine prioritization and distribution based on the shortage faced and recommendations from the CDC and the local Health Department(s). Mercy will also determine whether to adjust the November 1 vaccination deadline based on the vaccine supply.

4. In the event of an epidemic, Infection Prevention, Co-Worker Health and the Emergency Management team will coordinate with the local Health Department on vaccine distribution, administration and reporting requirements.

Responsibilities

1. As a condition of employment, appointment to the medical, residency, or allied staff, or access to work in Mercy facilities, all Mercy co-workers, medical staff, residents, fellows, contractors, volunteers, students, vendors, and any others who work in Mercy facilities must receive an annual influenza vaccination or possess an approved medical or religious exemption by November 1. Registration must be completed in the Mercy ReadySet program, which tracks co-worker influenza information.

2. To be compliant with this Policy, co-workers, physicians and other personnel covered by this Policy must:
    a. Receive the influenza vaccine from Mercy Co-Worker Health by November 1; or
    b. Provide proof of immunization if vaccinated through services other than Co-Worker Heath to Co-Worker Health and document compliance in the Mercy ReadySet program by November 1.; or
        - **Acceptable Proof of documentation must include all the following items:**
            - Name and date of birth of Co-Worker
            - The date the vaccination was administered
            - Name of facility providing the vaccination
            - *Proof of purchase (receipts) alone may not be acceptable unless they contain all the information above*
    c. Comply with the designated exemption process and obtain an approved medical or religious exemption by October 15, as described in this Policy. If the exemption request is not approved, the individual must receive the influenza vaccination by November 1.

    Note: Co-workers on an approved leave of absence who return on or after November 1 must receive their influenza vaccination from Co-Worker Health or provide proof of vaccination to Co-Worker Health prior to their return to work.

3. All candidates who accept a position with Mercy, as a condition of employment, must receive the influenza vaccine from Co-Worker Health, agree to receive the influenza vaccine (if hired outside flu season), provide proof of current vaccination status, or obtain an approved medical or religious exemption prior to commencing employment with Mercy, and register in the Mercy ReadySet program. Failure to do so will result in rescission of the offer of employment.

4. Leaders are required to check the status of their co-workers in the online flu compliance system, identify who has not received the vaccine or an approved exemption), and follow up with their co-workers on a periodic basis prior to the flu vaccine deadline.

Exemptions

Mercy will grant co-workers exemptions to the annual influenza vaccination for certain medical contraindications or sincerely held religious beliefs. Unless granted a permanent medical exemption, exemptions do not carry over from a

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previous flu season. Exemption requests must be submitted by October 15. Individuals can appeal and seek reconsideration of denied exemption requests from the Review Committee by submitting the appeal and any additional information/documentation in support of the exemption request to mercyvaccineexemptions@mercy.net. Unless the individual developed a new condition after October 15, exemption requests and appeals will not be accepted after October 15.

Medical Exemption

The influenza vaccine is safe, and several alternatives are now available for those who have had allergic or other reactions in the past. Nevertheless, exemptions to the mandatory annual influenza vaccination may be granted for certain medical contraindications. Individuals requesting an exemption because of a medical contraindication(s) must obtain a medical certification (form is attached to this Policy) from their healthcare provider and electronically submit a Medical Exemption Request Form at:
https://mercysecure.formstack.com/forms/request_for_medical_exemption_from_seasonal_influenza_vaccination_2017

Generally, individuals who receive an approved medical exemption must resubmit a request for exemption annually. Individuals who have medical contraindications to the influenza vaccine, which are permanent and unlikely to have a satisfactory solution in the future, may be granted a permanent exemption.

Religious Exemption

Exemptions to the mandatory annual influenza vaccination may also be granted if vaccination conflicts with the tenets of a sincerely held religious belief. Individuals requesting an exemption because of sincerely held religious beliefs must obtain a certification (form is attached to this Policy) from their religious leader (or other person who can attest the individual's religious beliefs are sincerely held) and electronically complete and submit a Religious Exemption Request Form at:
https://mercysecure.formstack.com/forms/request_for_religious_exemption_from_seasonal_influenza_vaccination_2017

Co-workers who submit a medical or religious exemption request will receive an approval/denial email from Mercy. Co-workers who do not obtain an approved exemption are required to obtain the flu vaccine by November 1.

Co-workers who do not receive the influenza vaccination – due to an approved medical or religious exemption – must wear a surgical mask (the mask must cover both nose and mouth) during the influenza season when present at Mercy facilities. Masks are to be kept clean and free from personal markings, artwork, etc. Masking will begin on November 1 (unless there is an earlier flu season indicated by prevalence in the community) and continue through March 31 (unless data from the community indicates a later flu season). Mercy will inform co-workers of the beginning and end date(s) of the masking requirement to the extent such dates fall outside the normal masking season.

Noncompliance

Failure to comply with the influenza vaccination and/or masking requirements will lead to corrective action as outlined below:

1. Co-workers and integrated physicians who are not vaccinated or granted an exemption by the November 1 deadline will be terminated.

2. Mercy will rescind conditional employment offers from all candidates who are not granted an exemption and who

refuse to be vaccinated.

3. Action taken against members of the medical staff who are not employed by Mercy and who do not comply with the flu vaccine requirement will be in accordance with the applicable Medical Staff Bylaws.

4. Volunteers, vendors, trainees, students, residents or fellows, or temporary workers who fail to comply with Mercy's Influenza Vaccination Policy will not be permitted to volunteer/perform services on Mercy premises.

5. Co-workers and physicians who are not immunized, due to a documented medical or religious exemption, and who fail to adhere to the masking requirements will receive corrective action, up to and including termination.

Leaders are responsible for ensuring compliance with this Policy within their individual departments/clinics.

This Policy is essential to helping our community reduce the spread of influenza, especially to those most at risk. As co-workers/physicians, our values place us in a position of responsibility to protect those we serve and work with, to the best of our ability.

THIS IS AN INSTITUTIONAL POLICY AND MAY NOT BE REVISED, CHANGED OR AMENDED DEPARTMENTALLY. THIS POLICY SUPERSEDES AND REPLACES ANY AND ALL PRIOR INFLUENZA VACCINATION POLICIES AND INCONSISTENT VERBAL OR WRITTEN POLICY STATEMENTS.

APPROVALS:

Legal review by: Nathan Harris (Labor and Employment Counsel)
Final Review and Approval by: John Mohart, M.D. (Senior Vice President / Clinical Services)

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Request for Medical Exemption from Seasonal Influenza Vaccination

PROVIDER CERTIFICATION – To be completed by the requestor's personal healthcare provider.

Patient Name: _____ Date of Birth: _____

Dear Provider:

As a safety initiative, Mercy requires its co-workers and physicians to receive an annual influenza vaccine. The influenza vaccination is recommended for healthcare workers to help reduce the incidence of influenza in inpatient populations and other at-risk individuals. Influenza vaccination has also been recommended in pregnancy by the Centers for Disease Control to protect pregnant women (who are at increased risk of severe disease) and to protect the baby after it is born. Your patient is requesting a medical exemption from this vaccination requirement. Medical exemptions are granted only for certain recognized contraindications. Medical exemption decisions will be made based on the recommendations from the CDC, AAAAI and ACIP.

Please explain why your patient should not receive the influenza vaccine:

☐ Previous reaction to influenza vaccine (e.g. hives, difficulty breathing, swelling of tongue or lips)

- The above does **not** include sensitivity to the vaccine such as an upset stomach or mild to moderate local reactions such as soreness, redness, itching, or swelling at the injection site.
- The above does **not** include subsequent upper respiratory infection or low-grade or moderate fever following a prior dose of the vaccine.

Description of Reaction:

_____

_____

_____

Date of Reaction: _____

☐History of Guillain Barré Syndrome

Description Event:

_____

_____

_____

Date Patient had GBS: _____

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☐ Other

Description:

_____

_____

_____

Date of Reaction/Event: _____

I CERTIFY that my patient has the contraindication as identified above and request that he/she be considered for a medical exemption from the influenza vaccination.

Provider Name (PRINT): _____

Address: _____ Phone: _____

Provider Signature: _____ Date: _____

*** ***Important Warning:*** *The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information" as defined by GINA, includes the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.*

THIS MEDICAL CERTIFICATION MUST BE SUBMITTED ELECTRONICALLY NO LATER THAN OCTOBER 15 WITH THE MEDICAL EXEMPTION REQUEST FORM AVAILABLE AT:

https://mercysecure.formstack.com/forms/request_for_medical_exemption_from_seasonal_influenza_vaccination_2017

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Request for Religious Exemption from Seasonal Influenza Vaccination
Religious Leader / Attestor Certification Form

Co-worker Name: _____

Mercy is committed to protecting its patients, co-workers, physicians, volunteers, and the public from the flu and, thus, requires all co-workers to receive an influenza vaccination. As a healthcare organization, Patient Safety is a core value. Although not perfect, the influenza vaccination is the most effective way to prevent transmission of flu to patients and others. A religious exemption may be granted to accommodate sincerely held religious beliefs that prohibit an individual from obtaining the influenza vaccination. The individual identified above is requesting a religious exemption from this vaccination. Your supporting statements will assist us in evaluating this request. Please complete the information below for the above-named individual.

I CERTIFY that the above-named individual has the following sincerely held religious beliefs requiring exemption from the influenza vaccination (attach additional pages if necessary):

_____

_____

_____

Church or Religious Body: _____

Actions other than refusal to obtain vaccinations that demonstrate the above-named individuals sincerely held religious objection to the influenza vaccination:

_____

_____

I AUTHORIZE Mercy to contact me directly for additional information and/or clarification about my knowledge of the above-named individual's religious beliefs and objections to the influenza vaccination.

Print Name: _____

Signature: _____

Date:_____ Phone Number: _____

THIS CERTIFICATION MUST BE SUBMITTED ELECTRONICALLY NO LATER THAN OCTOBER 15 WITH THE RELIGIOUS EXEMPTION REQUEST FORM AVAILABLE AT:

https://mercysecure.formstack.com/forms/request_for_religious_exemption_from_seasonal_influenza_vaccination_2017

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Facility Name(s):	Mercy Health	
Policy / Procedure:	MW HR Mandatory COVID-19 Vaccination Policy	
Approved by:	John Mohart (SVP-Clinical Services)	Date: 11/04/2021

Human Resources
Policy/Procedure Title: Mandatory COVID-19 Vaccination Policy
Effective/Revised Date: December 7, 2020
December 14, 2020 Revised
July 7, 2021 Revised
September 1, 2021 Revised
September 20, 2021 Revised
September 23, 2021 Revised
November 4, 2021 Revised

SCOPE:
All co-workers (regardless of work location), physicians (integrated and independent), credentialed medical staff (as well as their employed or sponsored advanced practice professionals and clinical assistants), students, residents, interns, fellows, volunteers, clergy, contracted personnel, vendors, and any others who conduct business, work or perform services in Mercy facilities must comply with Mercy's mandatory COVID-19 vaccination policy. This policy also applies to all personnel listed here who have had COVID-19 infection as well as those who have COVID-19 antibodies.

PURPOSE:
Mercy recognizes its responsibility and duty to provide and maintain a workplace that is free of recognized and preventable/mitigable hazards to safeguard our co-workers and their families; our patients and visitors; and our communities from infectious diseases that may be reduced by vaccinations. Therefore, just as we require with the influenza vaccine, we are requiring immunization against COVID-19 for all personnel listed above and covered by this policy.

Mercy has developed this Mandatory COVID-19 Vaccination Policy ("Policy") in response to the risks of the COVID-19 pandemic and its impact in our healthcare setting. This Policy is intended to maximize vaccination rates against COVID-19 among all Mercy personnel, especially those whose work requires their presence in clinical settings and those who might have any interaction with such personnel. The goal is to protect patients, visitors, co-workers, students, others who spend time in our facilities, and the broader community from COVID-19 infection as we all do our part to survive this world-wide pandemic.

This Policy is intended to comply with all federal, state and local laws and is based upon guidance provided by the Centers for Disease Control and Prevention (CDC), the Department of Health and Human Services (HHS), and public health and licensing authorities as applicable.

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POLICY:
As a condition of employment, appointment to the medical, residency, or allied staff, or access to work in Mercy facilities, all personnel listed above and covered by this Policy must receive the complete dosing regimen of one of the COVID-19 vaccines currently authorized by the U.S. Food and Drug Administration (FDA) or possess an approved exemption by September 30, 2021.

As of the writing of this Policy, it should be noted that COVID-19 vaccination booster shots may be required. All personnel listed above are highly encouraged to obtain the COVID-19 booster shot at the recommended intervals.

In addition to the vaccination requirement, all co-workers and other individuals who work in Mercy's facilities (even those who receive a COVID-19 vaccine) are expected to comply with all other safety requirements defined at any particular time for COVID-19 based on CDC and other applicable regulatory agencies that govern public health and public safety. Such measures include infection control and social distancing standards and compliance with applicable Mercy policies on Masking, Eye Protection, and Social Distancing During COVID-19 Pandemic, Infectious/Communicable Diseases, Hand Hygiene, Respiratory Etiquette, Personal Protective Equipment, etc.

PROCEDURE:
1. Mercy will provide COVID-19 vaccinations free of charge to all eligible Mercy co-workers, according to published recommendations from the CDC, Advisory Committee on Immunizations Practices (ACIP) and the local Health Department.

2. Before September 30, 2021, all co-workers, physicians and other personnel covered by this policy must either: (a) receive the complete dosing regimen of one of the approved COVID-19 vaccines at one of the designated Mercy vaccination locations; (b) establish that they have received the complete dosing regimen of one of the approved COVID-19 vaccines from another source; or (c) obtain an approved exemption from Mercy as a medical or religious accommodation.

3. If a shortage or delay of the COVID-19 vaccine impacts the vaccine supply, Mercy will develop a contingency plan that includes vaccine prioritization and distribution based on the shortage faced and recommendations from the CDC and the local Health Department(s). Mercy will also determine whether to adjust the vaccination deadline based on vaccine supply.

RESPONSIBILITIES
To be compliant with this policy, co-workers, physicians and other personnel covered by this Policy must either:
- Receive the complete dosing regimen of one of the approved COVID-19 vaccines from Mercy Co-worker Health or provide proof of immunization to Mercy Co-Worker Health if vaccinated outside Mercy by September 30, 2021. **Acceptable Proof of documentation must include all the following items:**

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- Name and date of birth of co-worker
- The date the vaccination was administered
- Name and location of facility where the vaccination was administered
- Lot number (should the lot be recalled).

OR

- Comply with the designated exemption process and request a medical or religious exemption by August 15, 2021, as described in this Policy. If the exemption request is not approved, the individual must receive the COVID-19 vaccination by September 30, 2021. The process for seeking an exemption is explained below and is similar to that which exists for the annual mandatory influenza vaccination policy.

Co-workers and physicians who do not fulfill one of these requirements by the deadline will be suspended without pay for up to 28 days so that they can come into compliance. Co-workers may not use their PTO during this time, but all benefits will remain intact. After 28 days, co-workers who have not received the complete dosing regimen of one of the COVID-19 vaccines currently authorized by the FDA will be terminated from Mercy.

Co-workers may also be disciplined and even terminated, depending on the circumstances, if they intentionally violate this Policy or provide false or misleading information to show they were vaccinated or to support an exemption request.

Co-workers on an approved leave of absence who return on or after September 30, 2021 must receive at least one dose of the COVID-19 vaccination from Co-worker Health, provide proof of vaccination status, or obtain an approved medical or religious exemption prior to their return to work. They must be fully compliant with this policy within 28 days of their return date.

Effective September 30, 2021, all candidates who accept a position with Mercy, as a condition of employment, must receive at least one dose of one of the COVID-19 vaccines currently authorized by the FDA, provide proof of current vaccination status to Mercy Co-worker Health, or obtain an approved medical or religious exemption prior to commencing actual work with Mercy. All candidates who accept a position with Mercy, as a condition of employment, must receive the complete dosing regimen of one of the COVID-19 vaccines currently authorized by the FDA within 28 days of their first dose. Failure to do so will result in termination of employment.

Side Effects

The presence of every co-worker is even more essential during this world-wide pandemic. If a co-worker has mild side effects to the COVID-19 vaccine and is otherwise able to work in accordance with Co-Worker Health guidelines, the co-worker should report to work as scheduled. If on the rare occasion a co-worker experiences serious and incapacitating side effects (i.e., is unable to perform the essential functions of his/her job) from the COVID-19 vaccine, Mercy will provide the co-worker, including physicians, up to three (3) consecutive days (if the co-worker is scheduled for those days) of paid time off work. A maximum of three days will be allotted, which can be

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used immediately following the date of initial and/or additional vaccine doses. This paid time off is a separate pay code that the leader will code in Kronos (429-Paid Time Not Worked). Co-workers will not have to use PTO, ESB, or short-term disability for this time away for serious and incapacitating side effects that prevent them from working. A request for paid time off due to an incapacitation to the COVID-19 vaccine must be timely submitted and supported by proof of vaccination. This documentation should be submitted to the co-worker's leader and is subject to audit/tracking by Co-Worker Health.

If a co-worker suffers any side effects, illness, or injury caused by the vaccination, any lost wages or permanent impairment caused by those side effects may be covered by Mercy's workers' compensation program. Co-workers who develop any such adverse effects from the COVID-19 vaccination should file an incident report so coverage determinations can be made.

EXEMPTION REQUESTS

Mercy may grant co-workers exemptions to the mandatory COVID-19 vaccination for certain medical contraindications or sincerely held religious beliefs. Unless granted a permanent medical exemption, exemptions do not carry over from a previous year. Exemption requests must be submitted by August 15, 2021. Appeals must be submitted by the later of August 15, 2021 or one week after the denial of the co-worker's initial exemption request. Individuals can appeal and seek reconsideration of denied exemption requests from the Review Committee by submitting the appeal and any additional information/documentation in support of the exemption request to MercyVaccineExemptions@Mercy.Net. Unless the individual developed a new condition after August 15, 2021, exemption requests and appeals will not be accepted after August 15, 2021.

Co-workers and physicians who submit a medical or religious exemption request will receive an approval/denial email from Mercy. Co-workers and physicians who do not obtain an approved exemption are required to obtain the COVID-19 vaccine by September 30, 2021. New co-workers and co-workers returning from leave who have not completed the dosing regimen but have received one dose of an approved COVID-19 vaccine will be required to wear additional PPE and submit to periodic COVID-19 testing (read more below).

Co-workers who do not receive the COVID-19 vaccination – due to an approved medical or religious exemption – AND new co-workers and co-workers returning from leave who receive only the first dose of the COVID-19 vaccine must follow all social distancing standards, comply with all applicable policies, and adhere to these requirements:

- Co-workers who serve in patient care areas **must wear an appropriate mask, designated and communicated by Mercy Infection Prevention,** when present at Mercy facilities:
    - If a **hospital issued droplet mask (level 2 or 3)** is required, the mask must cover both nose and mouth. Mercy will provide the droplet masks (level 2 or 3). *The requirement of a surgical mask does not supersede the requirement to wear an*

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N95 mask in caring for COVID-19 patients as outlined in applicable department policies. Appropriate PPE should still be worn as indicated by exposure level.

- If an **N95 mask** is required, the mask must cover both nose and mouth, and Mercy will provide the N95 masks. In the rare situation that a co-worker cannot be fitted for an N95 mask (i.e., did not pass the fit test), the co-worker may be reassigned to a non-patient care position/location. Determinations will be carefully reviewed on a case-by-case basis.

- Co-workers who do not serve in patient care areas **must wear a surgical mask** (the mask must cover both nose and mouth) when present at Mercy facilities—including facilities where no patient care is delivered.
- Excluding fully remote co-workers (i.e., work 100% from home and never enter a Mercy facility), all co-workers who receive an approved medical or religious exemption, regardless of work location, **as well as new co-workers and co-workers returning from leave who receive only the first dose of the COVID-19 vaccine must submit to periodic COVID-19 testing** (initially paid for by Mercy). The frequency of the required COVID-19 testing will be based on the prevalence of COVID-19 in the community. Details and logistics about this periodic testing (and the process to follow if a co-worker receives positive test results) will be shared directly with impacted co-workers and leaders.

Co-workers who are fully vaccinated against COVID-19 do not need to comply with these enhanced safety measures. We will continually evaluate our efforts to create a healthier work environment and may alter our practices as appropriate – for both vaccinated and unvaccinated co-workers.

Medical Exemption

Exemptions to the mandatory COVID-19 vaccination may be granted for certain medical contraindications. Individuals requesting an exemption because of a medical contraindication(s) must obtain a medical certification from their healthcare provider and electronically submit a Medical Exemption Request Form at:
https://mercysecure.formstack.com/forms/request_for_medical_exemption_from_covid19_vaccination_2021

Religious Exemption

Exemptions to the mandatory COVID-19 vaccination may also be granted if vaccination conflicts with the tenets of a sincerely held religious belief. Individuals requesting an exemption because of sincerely held religious beliefs must obtain a certification from their religious leader (or other person who can attest the individual's religious beliefs are sincerely held) and electronically complete and submit a Religious Exemption Request Form at:
https://mercysecure.formstack.com/forms/request_for_religious_exemption_from_covid19_vaccination_2021

NONCOMPLIANCE

Failure to comply with the COVID-19 vaccination and/or masking requirements will lead to corrective action as outlined below:

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1. Co-workers and integrated physicians who have not received an approved exemption and who are not vaccinated by the September 30, 2021 deadline will be suspended without pay for 28 days so that they can come into compliance. Co-workers may not use their PTO during this time, but all benefits will remain intact. On October 28, 2021, co-workers and integrated physicians who have not fulfilled the requirements of this Policy by receiving the complete dosing regimen of one of the COVID-19 vaccines currently authorized by the FDA or an approved medical or religious exemption will be terminated.
2. Mercy will rescind conditional employment offers from all candidates who do not receive at least one dose of the COVID-19 vaccine and agree to complete the dosing regimen of one of the COVID-19 vaccines currently authorized by the FDA from Mercy Co-worker Health, fail to provide proof of current vaccination status, or are not granted an approved medical or religious exemption prior to commencing work with Mercy. All candidates who accept a position with Mercy, as a condition of employment, must receive the complete dosing regimen of one of the COVID-19 vaccines currently authorized by the FDA within 28 days of their first dose.
3. Action taken against members of the medical staff who are not employed by Mercy and who do not comply with the COVID-19 vaccine requirement will be in accordance with the applicable Medical Staff Bylaws.
4. Volunteers, vendors, trainees, students, residents or fellows, or temporary workers who fail to comply with Mercy's Mandatory COVID-19 Vaccination Policy will not be permitted to volunteer/perform services on Mercy premises.
5. Co-workers and physicians who have an approved medical or religious exemption or new hires who have received only the first dose of the COVID-19 and fail to comply with the protective measure requirements (e.g., wearing required face masks and submitting to periodic COVID-19 testing) will receive a final warning for the first occurrence of non-compliance. Any and all subsequent failures to comply with the protective measure requirements while at work will result in termination.

LEADERSHIP'S ROLE

Leaders are responsible for ensuring compliance with this Policy within their individual departments/clinics by:

1. Ensuring co-workers are aware of the Policy, the COVID-19 vaccine requirement, the exemption process, and any educational materials made available by Mercy.
2. Reviewing vaccine compliance reports to confirm co-workers have either received the COVID-19 vaccination or an approved exemption by the applicable deadlines.
3. Ensuring all co-workers, vaccinated or not, are aware of any department or facility specific safety requirements.
4. Ensuring all co-workers with an approved exemption follow any additional required restrictions, safety protocols, or safety requirements such as masking, periodic testing and social distancing.

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5. Ensuring all policy and procedural steps are followed as outlined in this Policy including communicating and administering the non-compliance consequences (including discipline or discharge) in a timely and consistent manner.

This Policy is essential to helping our communities reduce the spread of COVID-19, especially to those most at risk. Mercy's mission and values place us in a position of trust, and we are responsible to protect those we serve and with whom we work, to the best of our ability.

CONFIDENTIALITY

Mercy will keep each co-worker's vaccination status private and confidential to the greatest extent possible; only those leaders with a business need to know a co-worker's vaccination status will have access to this information.

Additionally, if Mercy received medical and disability-related information during the interactive process to discuss an exemption request or appeal, then all information pertaining to the co-worker's underlying medical conditions, as well as the accommodation process and discussions, will also be kept confidential to the greatest extent possible and in accordance with the Americans with Disabilities Act (ADA) and any other applicable law or regulation.

Co-workers should consult with their leader or Human Resources Optimization at HRO@Mercy.net for any questions related to this Policy.

THIS IS AN INSTITUTIONAL POLICY AND MAY NOT BE REVISED, CHANGED OR AMENDED DEPARTMENTALLY. THIS POLICY SUPERSEDES AND REPLACES ANY AND ALL PRIOR COVID-19 VACCINATION POLICIES AND INCONSISTENT VERBAL OR WRITTEN POLICY STATEMENTS.

APPROVALS:

Legal review by: Nathan Harris (Labor and Employment Counsel)

Final Review and Approval by: John Mohart, M.D. (Senior Vice President / Clinical Services)

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Medical Certification for COVID-19 Vaccination Exemption

Co-Worker/Patient Name: _____

Date of Birth: _____

Dear Medical Provider:

Mercy requires vaccination against COVID-19 as a condition of employment. The individual named above is seeking an exemption to this policy due to medical contraindications. Please complete this form to assist Mercy in the reasonable accommodation process.

NOTE: The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from obtaining genetic information as to any employee or family member except as specifically allowed by this law. To comply with this law, ***we are asking that you not provide any genetic information when responding to this request for medical information.*** "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family members receiving assistive reproductive services.

The person named above should not receive the COVID-19 vaccine due to:

_____

_____

_____

_____

This exemption should be:

- ☐ Temporary, expiring on: __/__/____, or when _____
- ☐ Permanent

This exemption applies to the: ❒Pfizer-BioNTech Vaccine ❒ModernaTX, Inc. Vaccine ❒Johnson & Johnson vaccine (check all that apply)

I certify the above information to be true and accurate, and request exemption from the COVID-19 vaccination for the above-named individual.

Medical Provider Name (print):	
Medical Provider Signature:	Date:

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Practice Name & Address:	Provider Phone:

Request for Religious Exemption from COVID-19 Vaccination

Religious Leader / Attestor Certification Form

Co-worker Name: _____

Mercy is committed to protecting its patients, co-workers, physicians, volunteers, and the public from COVID-19 and, thus, requires all co-workers to receive the COVID-19 vaccination. A religious exemption may be granted to accommodate sincerely held religious beliefs that prohibit an individual from obtaining the COVID-19 vaccination. The individual identified above is requesting a religious exemption from this vaccination. Your supporting statements will assist us in evaluating this request. Please complete the information below for the above-named individual.

I CERTIFY that the above-named individual has the following sincerely held religious beliefs requiring exemption from the COVID-19 vaccination (attach additional pages if necessary):

_____

_____

_____

Church or Religious Body: _____

Actions other than refusal to obtain vaccinations that demonstrate the above-named individual's sincerely held religious objection to the COVID-19 vaccination:

_____

_____

I AUTHORIZE Mercy to contact me directly for additional information and/or clarification about my knowledge of the above-named individual's religious beliefs and objections to the COVID-19 vaccination.

Print Name: _____

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Signature: _____

Date:_____ Phone Number: _____

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Above Ceiling Work Permit

Please post this permit in the designated work area.

Date Issued: _____ Issued To: _____

Company Name and Telephone:
_____

Start Date: _____ Estimated Completion: _____

Work Requested by Department: _____ Name: _____

Permit issued by Department: _____ Name:
_____

Location of Work to be Performed: Wing - _____ Floor - _____

Unit - _____ Area - _____

Type of Work to be Performed: _____

Dust Containment System Required: ___Yes ___No

Hepa Filter / Exhaust System Required: ___Yes ___No

Signature of Issuing Department Leader: _____ Date: _____

Signature of Contractor: _____ Date: _____

Additional Notes/Comments:
_____
_____
_____
_____
_____
_____
_____

Once work has been completed, please complete the Above Ceiling Inspection Checklist and attach to this permit.

Above Ceiling Inspection Form

This form is to be completed after work has been performed above ceiling. Please attach this form to the Above Ceiling Work Permit.

Location of Work Inspected (Building, Floor, Dpt.): _____

Inspected By: _____ Date: _____

Inspection Activity	Yes	No	N/A	Comments
1. Are fire-rated and smoke-rated barriers free from unsealed penetrations?				
2. Are fire-rated barriers free from gypsum-board surface-mounted patches, such as hot patches?				
3. Are fire-rated barriers free from embedded pipe, duct, or electrical junction boxes?				
4. Are fire-stop materials in place, properly installed and in good condition?				
5. Is structural steel free from missing sprayed-on-fire proofing?				
6. Are ceiling tiles free from gaps, cracks, or holes?				
7. Are ceiling tiles put back into place?				
8. Is the space free from evidence of water damage, such as mold, mildew or water stains?				
9. Is sprinkler piping and hangers free from supporting wires, cables, chains, duct, etc.?				
10. Is sprinkler piping supported directly from the building?				
11. Is medical gas piping marked with identification labels every 20 feet, and in every room?				
12. Are wires, cables, and cords prevented from laying on top of the ceiling?				
13. Are electrical junction boxes mounted securely to a structure, and have covers installed?				
14. Has all abandoned fire alarm system cable been removed?				
15. Are conduits fire stopped and not left open-ended?				

Please explain in Comments section if any questions are answered "No".

Signature:_____ Date:_____

Updated: 1/1/2021

Facility Name(s):	Mercy Health	
Policy / Procedure:	MW FMO Above Ceiling Permit Policy	
Approved by:	Rodger Glaus (Exec Dir-Facilities Maint &Ops)	Date: 08/25/2020

Scope:

This policy is applicable to all Facilities Maintenance & Operations (FMO) co-workers and contractors at all Mercy Locations throughout the East, Central, and West Communities.

Purpose:

To provide ministry wide guidelines to use and procedures to follow when ceiling tile are removed and the area above the ceiling is accessed for work or inspection. The intent of this policy is to monitor above ceiling activity, maintain the integrity of the systems above the ceiling, and maximize the safety and infection control within the facility.

Procedures:

Implementing a above ceiling work permit program is essential to gain control of who is working in the facilities ceilings. The Facilities Maintenance and Operations department is responsible of overseeing this program.

1. All contractors, vendors and hospital co-workers will need to fill out an above ceiling work permit prior to any work taking place above the ceiling.
2. The responsible person in facilities will review the scope of work. Any special requirements will be noted on the permit. For example. Location restrictions, and time restraints.
3. At the end of the project the area above the ceiling shall be inspected by facilities for Life Safety compliance, proper sealing of penetrations, and to ensure that all trash and debris have been removed.

During the course of the work only one tile is permitted to be removed in a 50-square foot area.

1. If for any reason more than one tile needs to be removed a containment shall be constructed around the area.
2. Misting the perimeter of the tile with water to help control dust prior to removal is best practice.
3. The area around the ladder must be continuously kept clean from debris that may have fallen from above the ceiling

A ladder permit will be issued daily and must be attached to the ladder in a conspicuous location. This will let any person in the area know that the person on the ladder is in compliance with the above ceiling policy.

Attachments:

MW FMO Above Ceiling Permit Attachment

MW FMO Ladder Permit Attachment

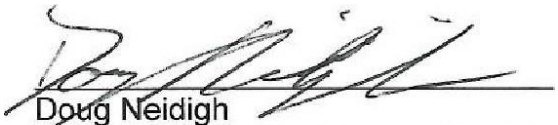
MW FMO Above Ceiling Inspection Form Attachment

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Mercy

ASBESTOS MANAGEMENT PLAN

Authored by:



Doug Neidigh
Executive Director of Energy/Sustainability



Paul Vitzthum
Environmental Compliance Manager

(May 2, 2017)

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1. Purpose

Mercy has developed a plan to identify, inspect; controll maintain, and improve our handling of asbestos related issues across the Ministry. T.he Asbestos Management Plan was developed in accordance with the Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) standards and any applicable regulations for state and local agencies. These regulations pEace the burden of asbestos management on the owners and operators of a facility that may contain asbestos containing materials (ACM). These regulations also apply to employers whose employees may be expected to work near or with ACM. These responsibilities incEude - identification of potential asbestös hazards, notification of employees and other occupants of the presence of ACM, employee awareness training, recordkeepingr and management of demolition, renovation and maintenance operations,

Risks associated' with asbestos, including alteration, construction; demolition, disturbance, installation, ma.intenance and repair activities, Will be addressed responsibly and expeditiously in an effort to reduce negative environmental impact or adverse health effects to the Ministry and the community. The use of proper engineering controlsr the elimination of damaged or unwanted material and the use of proper maintenance methods will all be employed in an effort to reduce potential risk and liability.

2. Objectives

The primary objective of the Asbestos Management Plan is to control building occupant and co-worker exposure to asbestos fibers, by minimizing any potential hazard posed by asbestos containing material (ACM) during cleaning, maintenance, demolition, renovation, and general operation activities.

3. Applicability

The Mercy Asbestos Management Plan shall apply to not only co-workers of Mercy, but to outside contractors as well. Personnel; regardless of affiliation working at, or for, Mercyi will be held contractually accountable to the same health and safety regulations and standards that are required by the federal, state, and focal regulatory agencies and to Mercy's guidelines. No contractor or comwo.rker working at or for Mercy shall be permitted to work in areas that contain or have the potential to contain damaged or significantly damaged.ACM until such hazard has been assessed and mitigated.

4. Def.initions

Asbestos: Includes chrysotile, amosite, crocodilite, tremolite asbestos, anthophyllite .asbestos, actinolite asbestos and any of these minerals that have been chemical]y treated and/or altered, (40 CFR 61 .141 and 29 CFR 1910.1 OOI(b))

Asbestos Containing MateriaE (ACM): Any material that contains greater -than 1% asbestos. (40 CFR 61.141 and 29 CFR 1910.1001(b))

Demolition: (EPA Definition) The wrecking or removal of any load supporting structural member of a facility together with any related handling operations. (40 CFR 61.141)

Disturbance: Activities that disrupt crumble or pulverize ACM/PACM or that generate visible debris from ACM or PACMF Such activities include but are not limited to: cutting, kicking,.striking, grinding, tearing, pulling, puncturing, shredding, crumbling, crushing, delaminating or otherwise breaking or damaging asbeStos or suspect ACM. (29 CFR 1926.1 101)

Environmental Management: Mercy Environmental Management is available as needed.

Excursion Limit No co-worker or contracted worker will be exposed to an airborne concentration of asbestos in excess of 1 .0 fibers percubic centimeter as averaged over a sampling period of thirty minutes, (29 CFR 1910, 1 001. (c)(2))

Facilities Engineering, Operations and Maintenance will be referred to as FacilitieslOperations or Facilities.

Friable: ACM that caril when dry, be crumbled, crushed, or reduce .to powder by hand pressure. (40 CFR 61.141)

Non-Friable: ACM that cannot, when dry, be crumbled, crushed, or reduce to powder by hand pressure; (40 CFR 61 .141)

Permissible Exposure Limit (PEL): Time Weighted Average — No co-worker or confracted worker will be exposed to an airborne concentration of asbestos in excess of

0. i fibers per cubic centimeter of air as an eight haut time weighted average. (29 CFR 1910.1001c)(1

Potential ACM: Material that'has not been identified by laboratory analysis as containing asbestos but is a suspect material that may contain asbestos.

Presumed Asbestos Containing Material (PACM).• Thermal system insulation, sprayed or toweled on surfacing material, and debris in buildings constructed before 1981 and resilient flooring material consisting of vinyl sheeting and vinyl and asphalttile installed before 1981 that has not been sampled or analyzed to verify or negate •the presence of asbestos. (29 CFR 1910.1001 (b) and 1910.1001(j)(2))

Project Team:

- PD&C. Construction/Renovätion Proiect: Includes PD&C, Facilities/Operati.ons, Safety Coordinatort Finance, project architect, project engineer, commissioning agent, and contractors. Others shall be included .as necessary including MTS and Property Management..
- Facilities ConstructionfRenovation .Project: Includes Facilities/Operationsi Safety Coordinator, Finance, and any contractors. Others shall be included as necessary including MTS and Property Management.
- Pro ert• Mana ement Construction/Renovation Pro-ect: Includes Property Management, Facilities/Operations, Finance, Safety Coordinator,_ and any contractors. Others shall be included as necessary including MTS. • Maintenance/lnstallation Project Includes Facilities/Operations and the following ifapplicable: MTS, Safety Coordinator, Finance, EVS and contractors.

Regulated Area: Areas established by Mercy to demarcate areas where airborne concentrations of asbestos exceed, or are reasonably expected to exceed, the permissible exposure limit (PEL) established by OSHA. (29 CFR 1926.1101)

Regulated. Asbestos Containing Material (RAC.M):• ACM that is friable or could become friable and the quantity of this material is over 160 square feet, 260 linear feet for a project or 30 cubic feet.- (40 CFR 61 .145 (a)(4)) *Note: Local authorities may have a more stringent definition of RACM. Check with local aüthor.ities before starting any asbestos abatement or encapsulation projects.

Renovation: (EPA definition) The altering of a facility or one or mote facility components in any way, including the stripping or removal of RACM from a facility compohent (40 CFR 61, 141)

5. Asbestos Identification

Prior to the start of any scheduled or emergency renovation, maintenance, installation, or demolition project, the Project Team for the project must

conduct or have conducted, an inspection of the affected facility or portion thereof to determine whether any ACM/PACM is present and may be disturbed during the project.

Examples of Potential ACM:

Cement Wallboard
Cement Siding
Vinyl Floor Tile
Vinyl Sheet Flooring
Floor Backing
Construction Mastics
Textured Paintings/Coatings
Ceiling Tiles
Spray Applied Insulation
Blown In Insulation
Pipe Insulation
Heating and Cooling Ducts
Electrical- Panel Partitions
Electric Wiring Insulation
Roofing Shingles
Roofing FeEt
Base Flashing
Thermal Paper Products
Fire Doors
Caulking/Putties
Fireproofing Materials
Taping Compounds
Packing Materials
High Temperature Gaskets
Laboratory Hoods/Table T.ops
Elevator Equipment Panels
Elevator Brake Shoes
Ductwork Ffexible Fabric Connections
Coo.ling Tower
Wallboard
Joint Compounds
Vinyl Wall Coverings
Spackling- Compound
Sheet Rock
Sheet Rock Mud/Tape
HVAC Duct Insulation
Mortar
Plaster

ACM Sample Analysis

Samples will be taken before demolitions, installation, maintenance activities, renovations, or at the request of co-workers who have been asked to perform work in an area that does or may contain unidentified PACM/ACN/L A State certified asbestos inspector will do the inspection and take representative sample(s) and the sample(s) will be sent to an accredited •Laboratory for analysis.

6. Procedures for Asbestos Management

These procedures apply io following types of activities and projects:

- Demolishing, constructing, altering, -repairing,• maintaining, or renovating structures or portion of structures; • Removing or encapsulating PACM/ACM;
- Housekeeping activities involving areas coritaining PACWACM; • Installation activities involving areas contathing PACWACM;
- General maintenance activities involving areas containing PACWACM;
- Other activities and/or project that threaten to disturb PACM/ACM.

Start of a Project

> Prior to beginning an abatement, demolition, or renovation project; the Proje.ct Team shall review and discuss potential PACM/ACM .and develop a written project specific design plan for asbestos management including •identification, abatement, evaluating the condition, leaving in place procedures and safety. The Project Team will maintain the final plan onsite

- Prior to beginning an installation ormaintenance activity the Project Team witl use the General Maintenance Activities Asbestos Plan (see Appendix D) or equivalent version as the specific design plan for asbestos management for the activity.
- Scope of projects will be defined by the Project Team on a project by project basis. All members of the Project Team will work together jn developing a specific project plan fot Asbestos. The Project Team will comply with 29 CFR 1910.12 29 CFR 101 and 29 CFR 1910.1 101 (a)(3) when developing the Scope fore project.
- The Project Team may use the Steps for Plan and Scope Development found in Appendix B to assist in their development of their plan and scope.

Project Assessment:

Potential ACM in a project area that has not been previously identified by a certified asbestos inspector wilt be sampled and sent to. an accredited laboratory for analysis. The laboratory needs to be accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), AHA, •or the equivalent, The sample report and analysis results will be maintained onsite.

- If thep.roject Team cannot determine if PACM or potential ACM will be disturbed during .a project, the Team must contact the Safety Coordinator/Officer must be contacted to make the final determination, In making this determination, the Safety Coordinator/Officermay seek recommendations or other assistance from Environmental Management. A copy of the •assessment report and plan for abatement •or encapsulation shall be provided to Mercy Environmental Management.

Abatement/Encapsulation:

All friable or damaged ACM should be abated if possible. The abatement must be performed by a certified asbestos contractor. Submittal of required notifications and documents will be done and all approved disposal practices will be followed. All documents generated will be maintained onsite..

> Friable or damaged ACM that (s not abated will be encapsulated by a certified asbestos contractor. If the amount of friable ACM that will be encapsulated meets the RACM standard, a notification to the state may be required. The encapsulated ACM wilt be labeled and location and quantity documented. The documentation is maintained onsite.

- o Encapsulation Ms the treatment of ACM with a sealant material that surrounds or embeds asbe.stos fibers in an adhesive:matrix to prevent the reiease af fibers. A bridging .encapsulant creates a membrane over the surface, A penetrating encapsulantpenetrates the material and binds its components -together..
- o The contactor and/or Facilities/Operations must inspect the condition of'the encapsulated ACM that is to be left tn place before barriers such as walls and ceilings are put into place. The encapsulated ACM must be in good condition and labeled according to the requirements of•this Plan,

> Non-friable ACM should be abated if possible to prevent future hazards. Abatement of non$riable ACM should use methods to keep the ACM non-friable, Disposal and documentation will follow the same procedures as used in friable ACM abatement.

- ✓Only State certified(licensed asbestos inspectors and contractors, who will follow all federal and state regulations, may perform asbestos Inspections, sampling, and asbestos abatement at Mercy.

✓Asbestos abatement and encapsulation activities at Mercy must be planned and managed.

'/ If asbestos abatement activities are to be performed, the Facilities/Operations and Safety Coordinator will be informed. ✓ Work practices' engineering Controls, and personal protective equipment will be utilized to maintain asbestos airborne concentrations below the PEL.and EL.

✓ The certified asbestos contractor will be responsible for the labeling and posting of any required warning signs. The signage shall meet the requirements outlined in the OSHA Asbestos Standard for the Construction Industry (29 CFR 1910.1 101) v" Asbestos waste disposal will be handled by the certified asbestos contractor. The certified asbestos contractor will follow all appfjcab]e federal, statel and local laws and regulations. This incEudes proper harid]ing, packaging, marking' labeling, and disposal of ACM in a permitted Eandfil[. All documents for disposal will be provided •to Facilities/Operations.

Required Notification:

Follow all Federal, State, •and local regulations as State and local may be more stringent than Federal requirements.

All RACM projects must •submit a notification 10 days in advance of the abatement/encapsulation project to the State or local authority, (400FR 61.145 (b)(3) and State and local asbestos regulations)

Alf EPA defined demolition projects must submit a notification 10 days in advance of the project even if no asbestos is identified to the State. (40 CFR 61.145b)(3

Courtesy Notification:

> One courtesy notification may be sent for a facility at the beginning of the year for potential projects that may disturb ACM. RACMprojects that occur during the. year will need amendments sent to the State or local authority to identify the specific RACM project.

➢ Courtesy notifications should be sent to the State involving non-friable ACM and non-RACM activities such as abatement and encapsulation.

> Abatement or removal of non-friable ACM shall be removed by certified asbestos .contractor using methods that will not cause the ACM to become ftiable.

Non-friable PACWACM Left In Place:

If non-friable ACM is not abated, the material must be labeled and the location and quantity documented. This documentation should be recorded on site layouts or a detailed written descr.iption should be provided. The documentation is to be maintained onsite. Non-friable

ACM may be encapsulated if deemed necessary to reduce the risk of disturbance during future activities and projects.

- Labels for non-friable ACM are not required If bonding agents, coatings, or binders have altered the asbestos fibers, prohibiting fhe release of airborne asbestos over the PEL or EL during reasonable use.
  Reasonable use does not incEude grinding, sanding, drilling, crumbling, crushing, cutting, etc. Examples of this type of non4riable ACM inckude flooring mastic, vinyl floor tiles, mudding for sheet rock, and joint compounds. This does not include insulation, paper backing, pipe insulation, thermal. paper products, spray applied insulation, etc. The location and quantity of this non-friable ACM must be documented.
- Co-workers and contractors working in areas containing this non-friabEe ACM must be notified of its presence.
- Duringæ project or activity; the contractor and/or FacilitiesfOperations will conduct visual inspection of the project area on at least weekly basis. The visual inspection witl assess the condition of labeled non-friable ACM in the project area. If ACM is discovered to be damaged, the procedures in this Plan must be followed.
  - The contactor and/or Facilities/Operations must inspect the condition of the non-friable ACM that is to be left in place before barrier.s such as walls and ceiEjngs are put into place. The nonfriable ACM must be in good condition and labeled according to the requirements of this Plan.

Project Activities:

During a project or activity if previously unidentified; or damaged, ACM is discovered the project team must be notified immediately and work halted in the impacted area un.til the potential ACM is evaluated following the procedures outlined in this Plan.

- [f debris or the potential for debris from damaged asbestos is or may be present, proper procedures will be used to clean the contaminated area. OSHA regulations will be followed. Certified asbestos contractors will be used to clean a contaminated -area and ensure that it is safe. The documentation of the creanup will be maintained onsite
- If an emergency occurs, Facilities/Operations and the Safety Coordinator must be contacted and made aware of the emergency. The response to the emergency must follow the procedures outlined in this Plan.

Construction/Renovatton Materials:

Mercy should try and verify all new construction and renovations as using asbestos free building material. This documentation should be maintained on site.

- If a building, or portion thereof, was constructed orrenovated and the materials were verified as asbestos free, the Facilities/Operations shall maintain a statement.signed by the architect or engineer of record responsible for the design and/or commissioning of the building,. or by a certified asbestos inspector or project contractor, indicating that asbestos free materials were specified and used. The documentation verifying the use of such building materials shall be maintained -onsite with Facilities/Operations.

Installation/General Maintenance Activities:

An Above Ceiling -Work Permit or Ladder Permit,. as applicable, should be obtained from Facilities/OperatÉons before any maintenance or installation activities are performed including maintenance activities, MTS work, Clinical Engineering or other activities, (See Appendix E for Permit) ➢Prior to the start of any general maintenance or installation activities, such as but not limited to, valve or pipe repair, computer cable installation above suspended ceiling, etc., a determination must be made as to whether any ACM or potential ACM is present and will be disturbed.

a This determination must be made by the person responsible for the operation. The determination will be made based on onsite information such as documents, records, inspections previously made on the work site in question, and asbestos awareness trained coworkers.

- If previously unidentified PACM or potential ACM is discovered during these activities, the procedures outlined in this Plan will be followed including the use of a State certified asbestos consultant
- If a determination cannot be made the Safety Coordinator/Officer and Facilities/Operations must be contacted to make the determination. ➢ If PACM/ACM will be disturbed during maintenance or installation activities then the procedures outlined in this plan must be followed.

Below are links to state specific asbestos regulations, information, and procedures. This information should be reviewed on a regular basis and changes made to this plan as necessary.

Arkansas: https://www.adeq.state.ar.us/air/program/asbestos/ Kansas: http://www.kdheks.gov/asbestos/indexasb.html Missouri: http://dnr.mo.qov/env/apcp/asbestos/index.htm Oklahoma: http://www.deq.state.ok.us/aqdnew/asbestos/index.htm

7. Training/Hazard Communication

Training

All co-workers who perform housekeeping operations, maintenance, installation, or related work in an area which contains PACM/ACM shall be provided an asbestos awareness training course, which shall, at a minimum, contain the following elements: health effects of asbestos, locations of ACM in the building, recognition of ACM damage and deterioration, and proper response to fiber release episodes. Each employee shall be trained at least once a year. A copy of the training materials will be made available to coworkers upon request. (29 CFR 1910.1001 (j))

The following co-workers are required to attend the awareness-training course:

- EVS
- Facilities/Operations
- MTS
- Clinical Engineering
- Property Management
- Other co-workers as appropriate
- All outside contractors working in an area of a building where PACM/ACM is located will be notified of the presence of the PAC/ACM and will be required and responsible for providing the appropriate level of training to their. co-workers. Contractors must be able to provide verification that their workers have been trained regarding the proper handling -ofPACWACM,

Hazard Communication Requirements

Facilities shall determine the presence, location and quantity of PACM/ACM at work sites. Facilities shall. exercise due diligence in complyjng with these requirements to inform co-workers and other workers about the presence and location ofPACM/ACM (29 CFR 1910.10013)(i

- Facilities shall maintain records of ail information on the presence, location, and quantity of PACM/ACM at a facility. The records shall be kept for the duration of ownership and shall be transferred to successive owners. (29 CFR 1 91 0*1 001(j)(3)(ii))
- Facilities shall inform co-workers who will perform housekeeping, maintenance, and installation activities in areas which contain PACM/ACM of the presence and locatton of PACM/ACM in such areas which may be contacted during such activities. (29 CFR 1910.1001 (j)(3)(iii))

> FaciEitiesshall p.ost signs which identify PACM/ACM at the entrance to mechanical rooms/areas in which co-workers reasonably can be expected to enter and which contain PACM/ACM. The signs will identify the location, and appropriate work. practices that when followed will ensure that PACM/ACM will not be disturbed. (29 CFR 1910.1001(j)(4)(iv)

➢ Facilities shall affix labels to PACM/ACM or post signs to notify co.-workers and other workers of materials that contain ACM. The facility shall attach labels in areas where they will be clearly noticed by co-workers and other workers who are likely being exposed. (29 CFR 1910.1001 (j)(5)(i)) > S.ee Appendix for labeE and sign examples and design.
(1910.1001(j)(4)(ii))

8. Housekeeping Practic.es

Facilities/Operations must •notify EVS of any identified PACM/ACM left.ih place thatMouEd be a part of their cleaning practices such as flooring that contains nonfriable asbestos.

General work practice, including but not limited to, handling oiasbestos„ cleaning of adjacent surfaces and materials, personal protection and hygiene, and isolation of work areas shall be in accordance with the OSHA standard..

Flooring, ceilings, and other surfaces containing non-friable ACM (such as resilient asbestos floor tites and floor mastic) •are to be cleaned by using non abrasiv.e Cleaning agents and methods only. A mild detergent applied by soft mops. and _or rags is an acceptable practice. No special personal. protective equipment (PPE) is requited for this work. ACM is never to be sanded, chipped, gouged, brokeni or otherwise made to be friable. EVS must follow these maintenance. practices. on any ACM affected by the cleaning practices.

Non-friable ACM flooring that has loosened .and iS to be removed shalt be removed by appropriate personnel in intact sections whenever possible. The material shall be wetted during removal and place in an approved plastic bag. The bag shall be sealed and labeled Asbestos Containing Mater.ial. The bag and its contents must be properly disposed of in an asbestos permitted landfill. Contact Mercy Environmental Management for assistance.

9. Periodic Inspections

Beginning with the implementation of this Management Plan, all areas where PACWACM has been•identified should be reinspected every five (5) years for changes in its condition (e.g., looking for damage or degradation of the material rendering it potentiaüy friable). The reinspection should be conducted by a

person with adequate asbestos awareness training, ResuEts of the periodic inspection shall be forwarded to the Facilities/Operations.

Facilities/Operations is responsible for maintaining records sufficient to indicate when _rainspections are required and for making the necessary arrangements for the.reinspections to be conducted by accredited inspectors.

Should reinspections that result in new .corrective actionsj records of the corrective action changes should be retained by the facility..

Renovation and/or demolition projects shall motivate reinspection of certain building spaces and/or invasive inspection of such spaces as -enclosed bathroom cores and columns.. The Facilities/Operations shall utilize the services of an accredited inspector for all inspections.

See Appendix C for a sample reinspection form:

10. Recordkeeping

Al Of the below records- are to be maintained by the facility indefinitely.

Asbestos Abatement:

Upon completion of the asbestos abatement or encapsulation project, the asbestos abatement contractor wit provide a packet that includes copies of all records listed below to FadiEities/Operations, Environmental Compliance Manager, and PD & C.

1 . The location and description of the project and the estimated amount and type of asbestos involved in the project. 2. The start and completion date .of the project

3. A copy of the Required Notification or Courtesy Notification.
4. Copies of certification and licenses of asbestos personnel..
5. A summary' of the procedures used to comply With regulations.
6. The name and addre.ss ofIne permitted landfillr the amount of ACM that was disposed and landfill invoices/receipts.
7. Asbestos inspection reports and sampling results.
8. Copies of the project design..
9. Reinspection of ACM left in place records..
10. Employee trainingrecords.

Non-Friable and Encapsulated ACM:

1. Any non-friable ACM identified and left in place should be labeled.

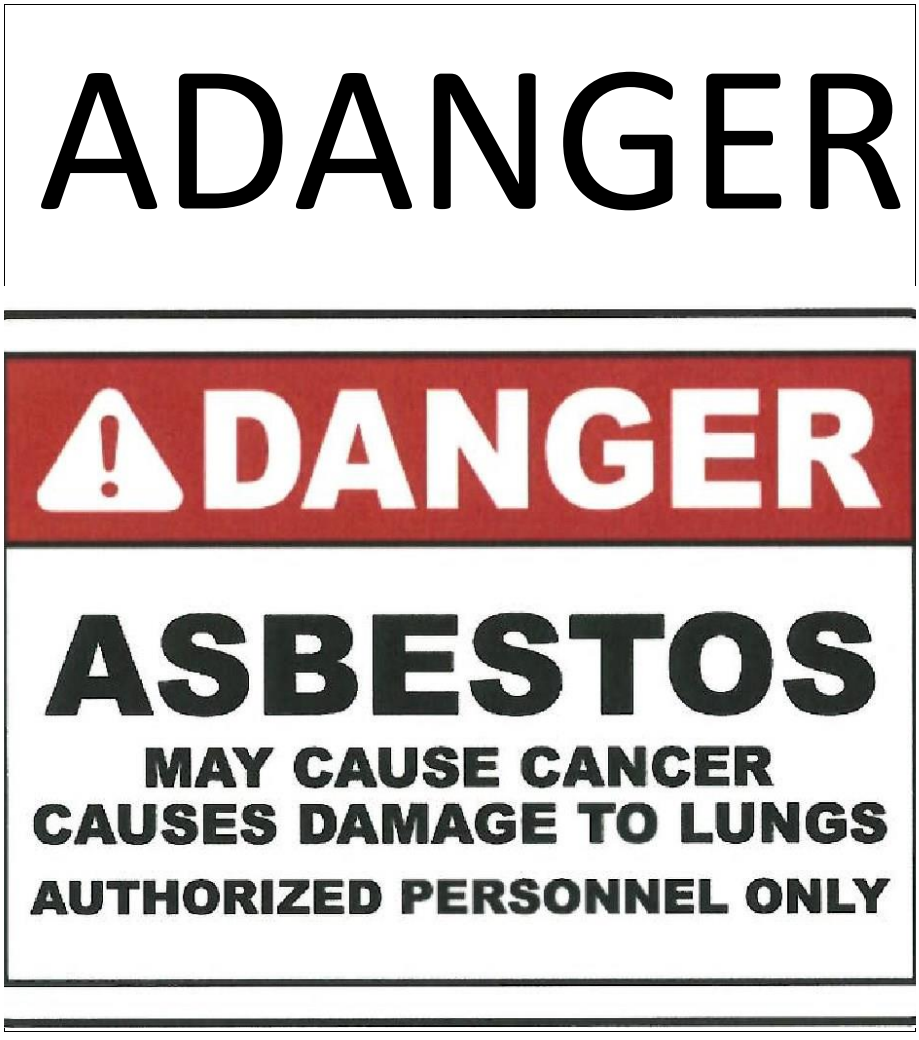
2. A detailed description of the non-friable ACM, including the estimated quantity and location, which maybe in the form of a blueprint, diagram.. or written description, shall be maintained on site.
3. The certified inspector, the Safety Coor.dinator/Officer, Facilities/Operations, and any other stakeholder may develop this description.

Other Records:

1 . Co-Worker asbestos awareness training

11 .Appendix

Appendix A: Asbestos Labels and Signs (Examples)



DANGER

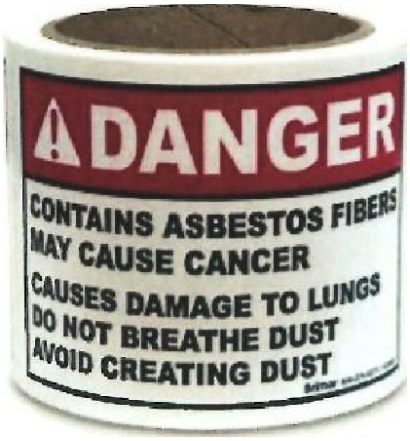
MAY CONTAIN ASBESTOS

DO NOT DISTURB PIPE

INSULATION UNLESS WEARING

PROTECTIVE

NOTICE



CLOTHING

AND RESPIRATOR

THIS PRODUCT IS

ASBESTOS

FREE

DANGER

THIS AREA CONTAINS MISCELLANEOUS ASBESTOS MATERIALS

CHECK PLANT OR SAFETY ENGINEER'S OFFICE FOR IDENTIFICATION AND LOCATION OF ASBESTOS MATERIAL

AVOID CREATING DUST

CANCER AND LUNG DISEASE HAZARD

Appendix B

Steps for
Plan and Scope Development

Periodic Inspections of ACM

1 . Co-worker/Contractor Asbestos Awareness. Training

a. Learn to identify potential ACM in the workplace

i. Employees are informed of all asbestos containing materials in their respective work areas (29 CFR 1910, 1001 (j)) ii. Employees and Contract employers and their employees (including housekeeping personnel) received initial awareness or worker training as well as annual refresher training appropriate to their work assignments and is the training material available for employees and regulators to inspect (29 CFR 1910.1001 (j))

2. A new project is identified as one of the following:
   a. Construction
   b. Demolition
   c. Installation
   d. Maintenance
   e. Renovation

3 Project Team is created with al' appiicable members.

4. The Project Team will develop the specific plan and scope for the project. The specific plan and scope will be developed before the project may begin. The Project Team witli
   a. Identify project workspace
   b. Identify Scope of the project
   c. Identify ACM assessment procedures
      i. Identify the presence, locationl end quantity of all asbestos containing materials at the work site (29 CFR 1910.M 001 (j)(3)(i)) i i•. Suspect ACM in a project workspace that is visibly damaged must be mitigated before work can start or continue.
      iii. Determine whether a project will require a State or Local notification.
      iv. Age of a facility cannot be the sole determining factor of•whether ACM is present. ACM can still be manufactured in other countries and brought into the USA. Facilities built after 1981 are less likely to contain ACM but only analysis or manufacturer documentation can be used to determine the presence or absence of asbestos.
   d. Assign responsibilities
   e. Issue Above Ceiling Work permit or Ladder permit as necessary

5. ACM Assessment
   a. Ensure identifying signs.and labels have been attached or posted so all employees know to avoid these materials (29 CFR 1910, 1001 (j)(3))
   b. All materials -suspect of containing asbestos in facilities handled as if they do contain asbestos until proven otherwise (29 CFR 1910.1001(j)(1))

c, .Review any documentation/records from Facilities/Operations for ACM in that project workspace i, Identified ACM in the project workspace will be noted and coworkers/contractors will be made aware of the ACM iiu Use one of the folEowing procedures for unidentified potential ACM:

1 . Use certified asbestos contractor:

a, Certified Asbestos contractor will:

ir Identify and Sample potential ACM iiL Asbestos samples sent to a certified laboratory iii. Abate or encapsulate friable ordamaged ACM, Encapsulated ACM must be labeled and location and quantity documented.

ivr Abate undamaged Non-Friable ACM or label and leave in place. Material must be labeled, documented .that it is in good condition, and location and quantity identified.

b. Retain records onsite

2 Assume potential ACM in good condition (non-friable) and will not be disturbed (do not need a certified asbestos contractor):

a. Label as ACM
b. Document the location and estimated quantity
c. Retain records onsite

6. Project Workspace: Evaluate potential ACM and condition of labeled Non-Friable ACM

a. E.valuations will be done by co-workers/contractors af the beginning of a project, when they see Suspeöt or identified ACM during the project, during walk through inspections, and at termination of the project; i. Documentation of ACM left in place at the termination of a project must be retained by FacilitiesfOperationsr The documentation will follow the procedures outlined in this Plan.

b. If pötenttal ACM or Non-Friable ACM is identified in poor condition (damaged in some way or material fatling apart); stop work in the area and notify the Project Team

i. Use certified asbestos contractor to sampte if necessary and to remediate the identified ACM that is damaged by abatement or encapsulatiön following all applicable federal, state, and i0Cäl regulations.

1. Encapsulated ACM wi0' be labeled and location & quantity documented ii: Records retained onsite

c. Potential ACM (not identified as ACM with analysis) and in good condition may be labeled as ACM and treated as such. Would not need to use a .certified asbestos contractor until this labeled ACM is to be disturbed or becomes damaged in some way.

7. Periodic Reinspection

a. Review the cond ition of identified ACM left in place at a facility
b. If the condition of the ACM is deteriorated to the point of being potentially friable notify Facilities/Operations

Appendix C

geinspectiön of Asbestos-Contaiiuing Matærials

Locatin•• of sbestos-containing material (address, buildng, room, or genta.l description):

Typ e ofaöestos-conta.iri.n.g nuterial(s) :

ɨ, Sprayed• r troweled-on (Yi_lings T v,alls
-2, Sprayed.--cr tm#ded-
on sttuctuåal members 3r s, tanks, or boiler
InsulatiüQ on pipes, 41
.0ther(desaibe):

Abai_en-piü Statns;
1. The .nntaia.r•has bea encapsulated enclosed nather , removed.

ASBünent;
1. Evidence of physical damage:
2. Evidenæ of water damage:
-3 . Evidenæ of de.layniæiion cr other [hmage:
4. Degree of accessibility of the material:
5. Degree of activity near the material:
6, Location tn an ait•plenum, air shaft, or airst.tmrri:
7. Other obseratians (including the condition of the encapsulant or enclosure, if any):

Reconuænded Action:

Signed: _____ Date: _____

(ela.luatcr) A

Appendix D

General Maintenance Activities Asbestos Plan

Activity/?roject Desc•fiption: _____

Start Date:

_____

List Identified ACM in the Area:

_____

Assess Initial Condition of ACM:

	Yes	No	Comments
• Records Available	☐	☐	_____
• Labeled	☐	☐	_____
•Damaged	☐	☐	_____
• Discover Potential ACM	☐	☐	_____

Recommended Action (sample, abate, label, record, etc):

_____

_____

_____

Assess Final Condition of ACM:

	Yes	No	Comments
•Records Available			_____
• Labeled			
• Damaged			_____

Signed: _____ Date: _____

ACM damage:

If ACM is friable:

1. Prevent access to the room or area until repairs of abatement are completed.
2. Follow the procedures inthe Mercy Asbestos Management Plan

If ACM is non-friable:

1. Avoid rendering damaged material friable
2. Follow •the procedures in the. Mercy Asbestos Management Plan

If ACM disturbance:is required during maintenance, renovation or repairs follow the procedures in the Mercy Asbestos Management Plan.

Appendix E

Mercy
ABOVE CEILING WORK PERMIT

Date:_____Project Name I Work Order Number:

_____

Name/Certification No.

_____(Individual Performing work)' Name/Certification No.

_____

Name/Certification No,

_____

Name/Certification No-

_____

Mercy Department or Contractor:

_____

Mercy Department having Authority over the Work:

_____

Description and Location/Pathway of Work: (reference drawings if available)

_____

_____

_____

Pre-exis.ting conditions in need of corrective action:

_____Any ACM in the workspace? (If yes, follow Mercy Asbestos Management Plan)

Other Conditions:

Completion Checklist (alt items required before the .area is left unattended) _____

Penetrations of Fire and Smoke barriers are properly sealed:

_____Sleeves and conduit stub-outs in corridorwalls are properly sealed.

_____ Installed s.ystem(s) are properly supported..

_____ Installed system(s) are properlyidentifie

_____ Pre-existing conditions are corrected.

_____ Sprinkler Pipes•free of/not supporting, Cables, wiring, or duck work.

_____ Ceiling tiles are replaced.

_____ACM is labeled and undamaged

Issued by; _____Completed by: _____

Final Inspection by:Date:

FINAL REVIEW AND APPROVALBY:

Approval:

Bob Norton

Vice Preside-at - FåciiiüeS & Suppon Services

Dr. Keith Starke

Senior Vice President—Chief.QUalityOfficer

Approval:

Asbestos – Asbestos Containing Materials (ACM)						
I. ACM	**Applicable (Y or N)**	**Friable or Damaged (Y or N)**	**Est. Quantity (ft² or linear ft)**	**Abated (Y or N)**	**Notifications Submitted (Y or N)**	**Records Maintained (Y or N)**
Boiler						
Furnace						
Cement Sheets						
Insulation						
HVAC Ducts						
Fireproofing						
Fire Doors						
Flooring						
Vinyl Floor Tile						
Vinyl Sheet Flooring						
Asphalt Tile						
Linoleum Backing						
Mastic/Glue						
Electrical						
Electrical Panels						
Electrical Wire Insulation						
Heating & Electrical Ducts/Conduit						
Pipe & Other Insulation						
Air cell (corrugated cardboard)						
Millboard						
Preform						
Joint Compound						
Spray Applied Insulation						
Blown-In Insulation						
Pipe Wrap Insulation						
Pipe Mastic						
Block						
Surfacing Materials						
Acoustical Plaster						
Decorative Plaster						
Textured Paints						

Spray Applied Materials						
Roofing						
Roofing Shingles						
Roofing Felt						
Base Flashing						
Cement Materials (Transite)						
Cement Pipes (flues & vents)						
Cement Wallboard						
Cement Siding						
Pegboard						
Ceiling Materials						
Ceiling Tiles						
Ceiling Tile Adhesive						
Lay-In Ceiling Panels						
Acoustical Tiles						
Miscellaneous						
Taping, Joint, & Spackling Compound						
Sheetrock						
Caulking/Putties						
Fire Curtains & Blankets						
Laboratory Hoods & Table Tops						
Gaskets						
II. Freon (Chloro Fluoro Carbons)	**Applicable (Y or N)**	**Quantity (lbs.)**	**Removal Required (Y or N)**	**Comments**	**Other**	**Records Maintained (Y or N)**
Air Conditioners						
Fire Extinguishers						
Heat Pumps						
Refrigerators						
Walk In Coolers						
Water Fountains						
Vending Machines						

III. Lead	Applicable (Y or N)	Est. Quantity (lbs, ft^2, linear)	Disposal or Recycle	Comments	Manifests Received (Y or N)	Records Maintained (Y or N))
Lead Based Paint			Properly Disposed			
Lead Acid Batteries						
Lead Flashing Mold						
Lead Pipes & Solder						
Lead Lined X-Ray Rooms						
IV. Poly Chlorinated Biphenyls (PCBs)	**Applicable (Y or N)**	**Quantity (# of items)**	**Disposal Required (Y or N)**	**Comments**	**Manifests Received (Y or N)**	**Records Maintained (Y or N)**
Transformers						
Transistors						
Capacitors						
Heat Transfer Equipment						
Light Ballast						
V. Hazardous Waste	**Applicable (Y or N)**	**Quantity (gal or lbs)**	**Disposal Required (Y or N)**	**Comments**	**Manifest Received (Y or N)**	**Records Maintained (Y or N)**
Acids						
Solvents						
Oil Based Paint						
Oils						
Aerosols						
Other Chemicals						
VI. Universal Waste	**Applicable (Y or N)**	**Quantity (# of items)**	**Disposal or Recycled**	**Comments**	**Manifest Received (Y or N)**	**Records Maintained (Y or N)**
Fluorescent Lamps						
Metal Halide Lamps						
Mercury Vapor Lamps						
Switches						
Thermostats						
Pressurestats						
Aquastats						

Manometers						
Thermometers						
Lamps						
Batteries						
Electronic Devices						

VII. Solid Waste	Applicable (Y or N)	Est. Quantity (cubic ft)	Destination	Comments	Manifest Received (Y or N)	Records Maintained (Y or N)
Construction/Demolition						
Clean Fill					**N/A**	
Trash						
Recycling					**N/A**	

VIII. Storage Tanks	Applicable (Y or N)	Closure (Y or N)	New (Y or N)	Size	Closure/Installation Notice Submitted (Y or N)	Records Maintained (Y or N)
Above Ground Storage Tanks (AST)						
Under Ground Storage Tanks (UST)						
Storage Tank Piping						

IX. New Equipment Installed	Applicable (Y or N)	Size	Permit Determination (Y or N)	Comments	Permits Submitted (Y or N)	Records Maintained (Y or N)
Boiler						
Generator						
Paint Booth						
Other Equipment						

X. Land Disturbance	Applicable (Y or N)	Size (acres)	Permit Submitted (Y or N)	Comments	Notification (Y or N)	Records Maintained (Y or N)
Land Disturbance						

SWPPP (>1 acre)						
Erosion Control (<1 acre)						
Dust			**N/A**		**N/A**	
Open Burning						
Dye Tracing						
XI. Drinking Water	**Applicable (Y or N)**	**Compliant (Y or N)**	**Analysis (Y or N)**	**Comments**	**Other**	**Records Maintained (Y or N)**
Low Lead Fittings						
Flux						
Flush Plumbing						
Lead & Copper Levels						
PEX						
XII. Interiors	**Applicable (Y or N)**	**Compliant (Y or N)**	**Certification**	**Comments**	**Other**	**Records Maintained (Y or N)**
Carpets Low VOC Certified						
Paints Low-VOC or Zero-VOC						

Facility Name(s):	Mercy Health	
Policy / Procedure:	MW MFAC Confined Space Policy	
Approved by:	John Farnen (Vice President-Facilities), Rodger Glaus (Exec Dir-Facilities Maint &Ops)	Date: 08/25/2020

PURPOSE: To establish a process and describe safety measures for contracted individuals and/or co-workers to protect from physical, chemical, atmospheric, and engulfment hazards while entering and/or working within confined spaces.

DEFINITIONS:

Acceptable Entry Conditions- The conditions that must exist in a permit space to allow entry and to ensure that individuals involved with a permit-required confined space entry can safely enter and work within the space.
Authorized Entrant- Co-worker or contractor who is authorized by identified safety leader to enter identified permit required space.
Competent Person- Individual capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has the authorization to take prompt corrective measures to eliminate them.
Confined Space– An identified space that meets all the following descriptions:

1. Is large enough and so configured that an individual can bodily enter and perform assigned work;
2. Has limited or restricted means for entry or exit (for example, tanks, vessels, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and,
3. Is not designed for continuous occupancy by co-worker or contractor.

Entrant Employer- Any employer who decides that an employee it directs will enter a permit space.
Entry- 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.
Entry Permit (permit)- The written or printed document that is provided by the Mercy according to this policy allowing a controlled entry into a permit space.
Entry Supervisor- the individual (such as the Safety Officer, Facilities leader, or other identified leader) responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry.
Hazardous Atmosphere- An atmosphere that may expose employees to the risk of death, incapacitation, impairment of ability to self-rescue (escape unaided from a permit space), injury, or acute illness from one or more of the following causes:

1. Flammable gas, vapor, or mist more than 10 percent of its lower flammable limit (LFL);
2. Airborne combustible dust at a concentration that meets or exceeds its LFL;
3. Atmospheric oxygen concentration below 19.5 percent or above 23.5 percent;
4. Atmospheric concentration of any substance for which a dose or a permissible exposure limit is published in Subpart G, Occupational Health and Environmental Control, or in Subpart Z, Toxic and Hazardous Substances, of this Part and which could result in employee exposure more than its dose or permissible exposure limit;

Any printed form of this document is an Uncontrolled Copy and may not be the most current version.

5. Any other atmospheric condition that is immediately dangerous to life or health. Internal documents can provide guidance in establishing acceptable atmospheric conditions.

Host Employer- The employer that owns or manages the property where the construction work is taking place, unless the owner has contracted management of the property.
Immediately Dangerous to Life or Health (IDLH)- Any condition that poses an immediate or delayed threat to life or that would cause irreversible adverse health effects or that would interfere with an individual's ability to escape unaided from a permit space.
Non-permit Confined Space- 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 (permit space)- a confined space that has one or more of the following characteristics:

1. Contains or has a potential to contain a hazardous atmosphere;
2. Contains a material that has the potential for engulfing an entrant;
3. 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
4. Contains any other recognized serious safety or health hazard.

Prohibited Condition- Any condition in a permit space that is not allowed by the permit during the period when entry is authorized.
Rescue Service- The personnel designated to rescue employees from permit spaces.

POLICY:

A. As much as feasibly possible, work within permit required confined spaces shall be contracted out to external companies. A review the Mercy's experience with the identified space such as knowledge of hazardous conditions will be reviewed with the contractor.
B. Co-workers may enter permit-required confined spaces only when no alternative means exist to complete any necessary work, during emergencies, to complete maintenance activities or when outside contractor services are not available.
C. The Facilities Maintenance and Operations (FMO) team and the contracted company (if applicable) will verify that the permit space is safe for entry by conducting initial air monitoring and maintaining safe conditions. Documentation of this process shall follow the procedures outlined in this policy prior to entry.
D. All required testing and form completion must be completed prior to the start of work.
E. Co-worker failure to follow this policy will result in reeducation of this policy and confined spaces.
F. Continued failure to follow the safety procedures outlined in this policy may result in co-worker discipline as deemed appropriate.
G. Vendor or contractor failure to follow this policy and appropriate guidelines outlined by their own policies will result in termination of the work or project.
H. Anytime a co-worker is required to enter a confined space/area, atmospheric testing of this area will be conducted prior to co-worker entry to determine if the atmosphere is oxygen deficient. Tests will be conducted for explosive or toxic gases if there is any probability of their existence.

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I. The Facilities Maintenance and Operations Leader, Safety Officer, and Life Safety Specialist shall have authority to terminate entry and cancel a permit when entry operations are completed, or if a condition arises, making the space unsafe to work in. Re-entry will not be allowed until verification that the conditions are safe for work.

J. Responsibilities
   a. Facilities Maintenance and Operations (FMO) will provide and maintain oversight of this confined space entry program and procedures identified within policy for all contractors/vendors and co-workers.
   b. The Life Safety Specialists and Safety Officers shall assist the FMO leader with any technical concern regarding entry and shall be informed when permits are issued for entry.

K. Confined Space Assessment
   a. Each location will perform an initial assessment to identify the location of any permit required confined spaces and the potential associated hazards.
   b. This assessment will be documented and kept at the local facility as well as with this policy. Reference Attachment A.
   c. The assessment may be completed by an external vendor who specializes in Safety Management or an internal co-worker who is identified as a competent person. Attachment B- Confined Space Decision Flow Chart may be used in determining which spaces should be included on the inventory.
   d. The assessment will be periodically reviewed and updated when there are changes in the use or configuration of a non-permit confined space that may increase the hazard level to entrants or when new equipment is installed that meets the requirement of a permit required confined space.
   e. When new construction is completed, or new Mercy acquisitions occur, a confined space assessment shall be completed as soon as feasible possible.

L. Signage and Labeling
   a. All permit-required confined spaces will be labeled with appropriate labels and/or signage.
   b. Danger signs shall be posted at the entry point of the space.
   c. All danger signs, labels, and postings will contain the following information:
   "DANGER- PERMIT REQUIRED CONFINED SPACE
   DO NOT ENTER"
   d. To further prevent unauthorized entry, permit required confined spaces shall have locks and/or barriers installed at entry points where feasible.

M. Training
   a. Training shall be implemented to all Facilities Maintenance and Operations co-workers upon initial hire to inform of the existence, locations, and dangers posed within permit spaces.
   b. Annual training shall occur through online safety management programs, in person reviews, or other identified processes specific for the facility.
   c. Additional training will occur when there is a change in the confined space policy and procedure and when new permit spaces are added to the facility's inventory.

N. Permits
   a. All permits must be issued following the procedure identified in this policy.
   b. Entry permits (Attachment C) will include the following information:
      i. Name of the permit space that will be entered

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ii. Name of authorized entrant
iii. Eligible attendants and individuals authorized to be entry supervisors
iv. Test results
v. Tester's signature and printed name
vi. Name and signature of supervisor who authorized entry
vii. Purpose of entry and known hazards
viii. Measures to be taken to isolate permit spaces and eliminate or control space hazards
ix. Name and telephone numbers of rescue and emergency services and how to contact
x. Authorized date and duration of entry
xi. Acceptable entry conditions
xii. Communication procedure and equipment to maintain contact during entry
xiii. Additional permits needed based upon work being performed in space (i.e. hot work)
xiv. Special equipment and procedures such as PPE and alarm systems
xv. Any other relevant information to ensure co-worker safety

c. If the conditions of the permit space change after a permit has been issued, a new permit must be issue and the old permit canceled and used to revising.
d. All permits must be closed out when the work is complete and maintained onsite with the Facilities Maintenance and Operations department.
e. All issued permits and entry operations shall be documented on an authorized entry log that is specific to each facility (Attachment D). This log shall be kept on site within the Facilities Maintenance and Operations Department.

PROCEDURE:

A. Before entry and any work in a confined space, the co-worker or contractor needing to enter shall discuss with the FMO leader to determine if the space requires a permit according to the attached permit required confined space inventory.
B. If it is determined the space is a non-permit required confined space, co-workers shall continue to follow general safety and health policies and procedures established by the hospital and FMO. Any additional specific policies and procedure will be discussed by the FMO leader prior to entry of these spaces.
C. If it is determined the space is a permit required confined space, a permit will be filled out by the FMO leader or Safety Officer according to Attachment C- Confined Space Entry Permit.
D. Prior to an authorized entry, atmospheric testing must be completed to determine if the atmosphere is oxygen deficient and/or toxic or explosive gases or vapors are present.
E. All required actions to mitigate hazards shall be taken prior to authorized entry. Validation of mitigation via air monitoring or other function is required.
F. Atmospheric testing shall be completed by a competent person using approved test equipment and/or monitors.
G. Atmospheric testing will follow the criteria set in threshold limit values for contaminant levels, OSHA 1910, Subpart Z.
H. Test devices shall be capable of determining the following conditions:
    1. Oxygen deficiency at 19.5% of air volume;

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2. Oxygen enrichment at 22% of air volume;
3. The presence of common toxic gases or vapors; and,
4. The presence of explosive gases or vapors at 10% of the lower explosive/flammable limit.

I. If the atmospheric test results are within appropriate ranges, a Confined Space Entry Permit may be issued, and the work begin.

J. If the atmospheric test results indicate the presence of a hazard the following actions may occur:
   1. Oxygen deficiency of less than 19.5% of air volume is present
      a. Mechanical and/or natural ventilation should be used to introduce a sufficient amount of breathable air.
      b. The atmosphere will be re-tested after the ventilation has been in operation a minimum of 15 minutes.
      c. If the testing determines sufficient oxygen is available, the permit may be completed, and the work begun.
      d. If not, the ventilation process will continue until the oxygen standard is met.
      e. Ventilation shall continue during the work operation.
   2. Test indicates sufficient oxygen, but the presence of hazardous gases
      a. Mechanical ventilation shall be applied to the confined space as described in the previous section.
      b. The space shall be re-tested, and if the test results indicate it is safe, the permit may be completed, and work begun. Ventilation shall continue during the work operation.
      c. If ventilation does not remove or lower the hazardous gases to an acceptable level, the confined space should be purged with water or inert gas and then re-tested for all gases, including oxygen. If the retest results indicate it is safe, the permit may be completed, and work begun. Additional ventilation should be used.
      d. If purging and further ventilation do not remove the hazardous gas, the confined space should be secured and posted as a no-entry space. The supervisor in charge will notify the Facilities Maintenance and Operations Leader.
   3. Test indicates the presence of hazardous gas and oxygen deficiency
      a. Procedures and precautions outlined in both previous sections shall be followed when tests indicate the presence of hazardous gases and a lack of oxygen.

K. If the area tested positive at any point, the attendant will be required to conduct air testing on a continuous basis while personnel are in the space area. If at any time the air quality falls below the acceptable levels, the attendant will immediately inform the worker to withdraw from the area. For this reason, audio contact and a lifeline must always be maintained (unless it is determined that a lifeline would be detrimental and increase the possibility of an injury).

L. Responsibilities
   1. The Facilities Maintenance and Operations Department will provide and maintain oversight of this policy and procedure which meets the intent of OSHA Standard 1910.146.

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2. Authorized entrant
    a. Authorized entrants must know the space hazards, route of exposure (inhalation, etc.), and symptoms of exposure prior to entering a confined space.
    b. The authorized entrant shall use appropriate PPE as determined by policy and hazard review.
    c. The authorized entrant shall remain in communication with the attendant to monitor their status and alert the attendant when a prohibited condition exists.
    d. All authorized entrants must be documented with name, company, time of entry and time of exit on the confined space entrant log. (Attachment E).
3. Attendant
    a. The attendant shall remain outside a permit space during entry operations unless relieved by another authorized attendant.
    b. While outside of the permit space, the attendant shall be responsible for the following:
        i. Direct evacuation when needed because of prohibited conditions, entrant showing signs of hazard exposure, emergency outside the space, or the attendant cannot effectively perform duties;
        ii. Call rescue and other services during an emergency;
        iii. Maintain communication with and keep account of entrants; and,
        iv. Perform non-entry rescues.
    c. The attendant shall not perform any other duties that interfere with assigned responsibilities.
4. Entry Supervisor
    a. The entry supervisor must know the space hazards, route of exposure (inhalation, etc.), and symptoms of exposure prior to authorizing entry into permit required spaces.
    b. Permits must be approved by the entry supervisor by verification of emergency plans and review of entry conditions before allowing entry.
    c. The entry supervisor must terminate and cancel all permits at the end of the operation or if conditions change.
    d. The entry supervisor must ensure the entry operations remain consistent with the entry permit and acceptable entry conditions are maintained.

M. Emergency Procedures

1. Rescue service personal shall be made aware of work and entry prior to authorized entry.
2. Coworkers and contractors who enter permit spaces shall be protected with a safety belt and/or body harness attached to a lifeline. The lifeline and belt/harness shall be appropriately sized and rated for the entrant. The lifeline shall extend outside of the confined space where an attendant shall be stationed at all times.
3. In the event of an accident, rescue attempts shall first be made by attempted extraction by the lifeline, in order to prevent other personnel from entering the permit space.
4. Rescue personnel shall not enter a hazardous space requiring an entry permit without proper respiratory equipment to perform a rescue. Exception: If the retrieval equipment increases the overall

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risks of entry or cannot contribute substantially to the rescue, this must be assessed by Entry supervisor prior.

5. In the event of an emergency, the attendant shall immediately request someone call the local fire and rescue service.

N. Additional Safety Considerations

1. The requirements and procedures outlined in this policy do not preclude general safety and health precautions as required by other hospital and/or Ministry Wide policies and procedures.
2. Other safety policies and procedures to review before and during work in a confined space include: lockout/ tagout (LOTO), respiratory protection, personal protective equipment assessments, hot work permits, proper lighting equipment (explosion proof if deemed necessary), and ladder or other means to safely enter and exit the workplace.
3. Only approved electrical equipment shall be used in potentially explosive atmospheres.
4. Additional concerns should be addressed immediately with the appropriate leader and Safety Officer.

ATTACHMENTS

Attachment A- Ministry Wide- Permit Required Confined Space Inventory
Attachment B- MW MFAC Confined Space Decision Flow Chart Attachment B
Attachment C- MW MFAC Confined Space Permit Attachment C
Attachment D- MW MFAC Confined Space Entry Log Attachment D
Attachment E- MW MFAC Confined Space Entrant Log Attachment E

REFERNCES

OSHA 1910.146

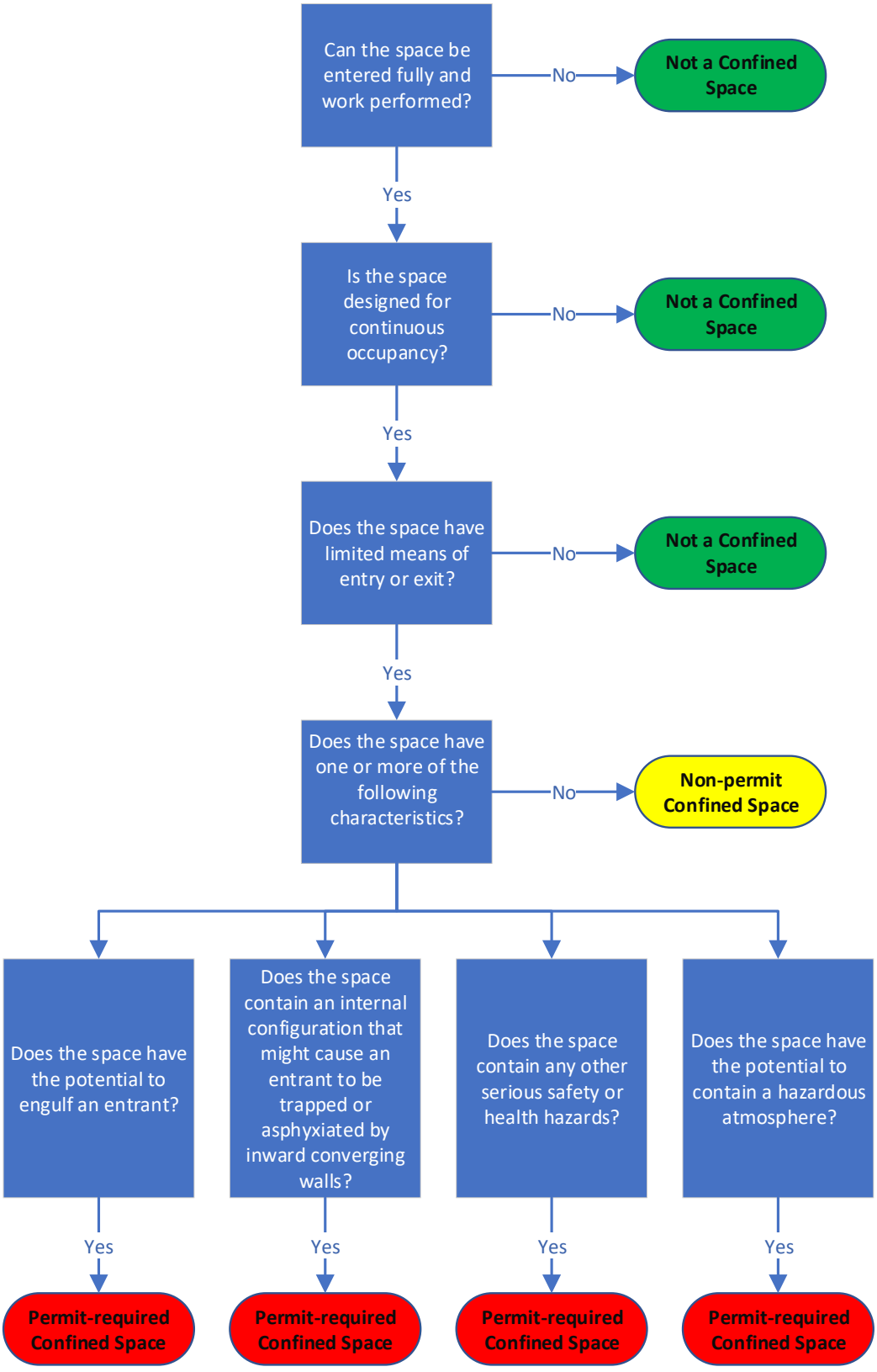
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Mercy

Mercy Confined Space Authorized Entry Log

Date	Permit #	Building Location	Confined Space Entering	Entry Supervisor (authorized by) Name/ Company	Entrant(s) Name/Company	Attendant Name/ Company

Mercy Ministry Wide Confined Space Policy Attachment B- Decision Flow Chart



Mercy Confined Space Entrant Log

This log is to be used in conjunction with the Confined Space Permit when entrants enter and begin work.

ENTRY AUTHORIZATION	
Date/ Time	
Permit #	
Entry Supervisor Name	
Title/ Company Name	
Entry Supervisor Signature	

Authorized entrant must read and understand the confined space permit for this specific entry before signing. Signature indicated permit was read and the entrant understands all safety precautions and hazards.

AUTHORIZED ENTRANT LOG				
Name (printed)	Signature	Company Name	Entry Time	Exit Time

Mercy Confined Space Entry Permit

PERMIT INFORMATION			
Entry Date		Permit #	
Building			
Confined Space Entering			
Entrant Employer Name		Entrant Employer Phone Number	
Host Employer Name		Host Employer Phone Number	

RESCUE & EMERGENCY SERVICES	
Name	
Address	
Contact Information	
Phone Number	

ENTRY DETAILS	
Scheduled Start Time	
Scheduled End Time	
Authorized Entrants	
Attendant	
Purpose of Entry:	

HAZARDS (check all that apply)		
☐Oxygen-deficient Atmosphere	☐Natural Gas	☐Electrical Equipment
☐Oxygen-enriched Atmosphere	☐Toxic Atmosphere	☐Entrapment/ Engulfment
☐Flammable Atmosphere	☐Welding/ Cutting/ Brazing	☐Hazardous Chemicals
☐Steam	☐Fall Hazards	☐Other:

Mercy Confined Space Entry Permit

SAFETY PRECAUTIONS TO IMPLEMENT (check all that shall be implemented)		
☐Respirator	☐Safety Belt/ Harness	☐PPE (Gloves, fire retardant clothing, eye protection, etc.)
☐Lighting	☐Hot Work Permit	☐Rescue/ emergency team
☐Ground Fault Interruption	☐Barricade to Open Confined Space	☐Early Warning System
☐Lockout/ Tagout (LOTO)	☐Forced Ventilation	☐Other:
☐Fire Extinguishers	☐Fall Protection	☐Other:

ATMOSPHERIC TESTING				
Test	Acceptable Entry Conditions	Initial Reading	Reading	Reading
Oxygen	19.5-23.5%			
Carbon Monoxide	Less than 25 PPM			
Hydrogen Sulfide	Less than 10 PPM			
Flammable gas, vapor, or mist	Below 10% LFL			
Additional Test				
Instrument Used & Calibration Date				
Name and Qualification of Individual Completing Tests				

APPROVALS			
☐Entry is authorized and all actions and/or conditions for safe entry have occurred			
Entry Supervisor Name		Entry Supervisor Signature	
☐Entry is complete, and all entrants have exited permit space			
Entry Supervisor Name		Entry Supervisor Signature	

*Document entrants and time of entry on Confined Space Entrant Log

Facility Name(s):	Mercy Health	
Policy / Procedure:	MW MFAC Hydrocarbons Refrigerant Policy	
Approved by:	Erica McAllister (Exec Dir-Envir Safety & Em Mgt), Rodger Glaus (Exec Dir-Facilities Maint &Ops)	Date: 03/15/2021

PURPOSE:

To provide a standard procedure for storing, handling, and working safely with hydrocarbon refrigerants within the healthcare environment.

DEFINITIONS:

EPA- Environmental Protection Agency
Hydrocarbon Refrigerant (HC) – a natural, nontoxic refrigerant that has no ozone depleting properties and low global warming potential. Hydrocarbon refrigerants have begun replacing typical CFC and HCFC refrigerants in new equipment.
Oxygen-Free Nitrogen (OFN) – non-corrosive, inert gas typically contained within compressed gas cylinders that has a range of uses including pressure testing of refrigerant systems, detecting leaks, and cleaning condenser coils
R-290- Refrigerant grade propane with low environmental impact, low global warming potential, and high flammability. It is the preferred hydrocarbon alternative of the Environmental Protection Agency.
R-600a- Refrigerant grade iso-butane with low global warming potential and high flammability. Often used as a replacement refrigerant in a variety of high temperature units.

POLICY:

A. Training

All co-workers and contractors that may be involved in working with hydrocarbon refrigerant systems must be competent in the subject. At a minimum, individuals should be EPA 608 certified to work with refrigerants. In addition to EPA 608, coworkers should be familiar with hydrocarbon refrigeration and review equipment manuals for HC refrigerant equipment units prior to servicing those units.

B. Storage

HC Refrigerant storage may be in the form of bulk tanks or cylinders.

a. Bulk tanks should be positioned outside away from ignition sources. The sitting and positioning of the vessels are normally subject to national and local regulations and codes such as NFPA.
b. Cylinders may be used in one of two ways: either located away from the refrigeration unit's ignition sources or positioned inside a charging machine. If located externally, they are normally positioned within a cylinder cage or an independently constructed cylinder room. If positioned within the charging machine, unused full, or used empty cylinder must be stored within a cylinder cage or a cylinder room. The siting and positioning of the cylinders within a cage or a special room are subject to national and local regulations and codes.

C. Labeling and Markings

a. All equipment containing hydrocarbon refrigerants should be categorized as such within Mercy Service Manager before it is installed and operated.

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b. Any vessels used to store hydrocarbon refrigerants should be labeled accordingly with the hazards and type of refrigerant. This includes used and unused refrigerant cylinders, bulk tanks, and equipment in service. Specifically, compressors containing HC refrigerants should be clearly labeled to indicate the amount and type of hydrocarbon refrigerants being used in the system. The 'flammable gas' hazard label should be applied to refrigerant containers and storage areas.
c. Refrigerant tubing or caps should be labeled in a red marking to identify them as containing flammable refrigerants.

PROCEDURE:

A. Before Servicing

Due to the hazards of hydrocarbon refrigerants, the following steps should be taken to ensure safe working conditions while servicing HC refrigerant-containing equipment.

a. Review in detail the service manual for the equipment to be serviced. The manual should be available during the entire time of service.
b. Use a combustible gas leak detector to perform a background check and monitoring around the appliance. The leak detector should be certified for use with the refrigerant being serviced.
c. Review the safety data sheet for the refrigerant listed on the compressor's nameplate. The safety data sheet will provide information about any required personal protective equipment (PPE) such as protective gloves, eyewear, etc.
d. If possible, the equipment should be removed from its existing position to a controlled work environment where safety precautions can be taken. A good work area should be well-ventilated, free of ignition sources and large enough to prevent introduction of ignition sources by other co-workers or contractors.
e. All co-workers and others working in the area should be instructed on the nature of the work being carried out.
f. Ensure a Class B Fire extinguisher is accessible in the area of the work.
g. Utilize recovery equipment and other tools that are rated for use with flammable refrigerants. If appropriate, the use of spark-proof tools should be considered.
h. A hot work permit should be obtained if required for the nature of the work being done.

B. Servicing

a. Leak Detection and Coolant-line Repair
    i. When testing for leaks, open flames and ignition sources should never be used. When charging with oxygen-free nitrogen (OFN), leaks can be detected using soap-bubble testing. When charged with HC refrigerants, leaks should be detected using a certified and calibrated combustible gas leak detector.
    ii. When working with HC refrigerant equipment, compressed air or oxygen should never be used for flushing or pressure testing.

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iii. Refrigerant lines should be purged with OFN before and after the repair. Purged gas should be discharged away from any ignition sources or air intakes.
iv. After repair, a combustible gas leak detector should be used to check for the presence of vented refrigerants. If a leak is detected or coolant lines need to be repaired, manufacturer instructions should be referenced.

b. Refrigerant Replacement
   i. Proper grounding/bonding should be maintained to minimize static electricity generation during charging
   ii. Refrigerant should be replaced with the exact type and quantity found on the unit's nameplate. The refrigerant should be refrigerant-grade gas and not contaminated with other gas materials.
   iii. Manufacturer recommendations should be followed to determine the correct amount of refrigerant to recharge.

c. Refrigerant Removal
   i. In all cases, hydrocarbon refrigerants removal should be done in a well-ventilated area.
   ii. Proper grounding/bonding should be maintained to minimize static electricity generation
   iii. Flammable hydrocarbon refrigerants, such as R-600a and R-290 may be vented to the external environment if contained in the following types of units: standalone refrigerators and freezers, self-contained room air conditioners for light commercial uses, heat pumps, and vending machines. The EPA requires recycling or recovery of HC refrigerants in any other type of units. Manufacturer recommendations for this type of venting should be followed. If vented externally, this should be done outside in a location away from ignition sources or air intakes.

C. After Servicing

When all service is complete on the unit, the following steps should be taken before returning the equipment to its original location:

a. Return or replace all labels, especially safety labels, to their original condition to ensure all co-workers and future servicers are aware of the presence of a flammable refrigerant.
b. Ensure that the red marking for flammable refrigerant identification on the refrigerant tube or cap is visible following servicing.
c. Ensure all ventilation features are returned to their original construction. Ventilation openings are critical to the function of the appliance during and after repair.

D. Disposal and Decommissioning

When a system containing HC refrigerants is to be taken out of service, the following steps should be taken to ensure safe and compliant disposal:

a. Removal of refrigerant
b. Removal of oil
c. Dismantling of refrigeration system and associated equipment
d. Delivery of refrigerant, oil and hardware to the appropriate collection stations

Special attention should be paid to the following aspects in relation to the handling of flammable

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refrigerant:

a. Recovery of refrigerant
b. Evacuating the system
c. Flushing and leaving a holding charge of OFN within the system
d. Allowing ample time for the refrigerant to dissolve from the refrigeration oil
e. Removing the refrigeration oil and storing in a container with a blanket of OFDN
f. Marking of all the refrigerant cylinders, oil containers and system materials to show what they are and what the intended destination is
g. Delivery of the recovered refrigerant to a refrigerant collection station for recycling and re-use if possible. Delivery of the recovered oil to a collection station for recycling or destruction
h. Delivery of the metals, plastics and other materials from the system construction to appropriate recycling centers

In the case of complete pieces of equipment, it must be labeled stating that it has been de-commissioned and emptied of refrigerant. The label is to be dated and signed. Ensure that there are labels on the equipment stating the equipment contained flammable refrigerant.

ATTACHMENTS

REFERENCES

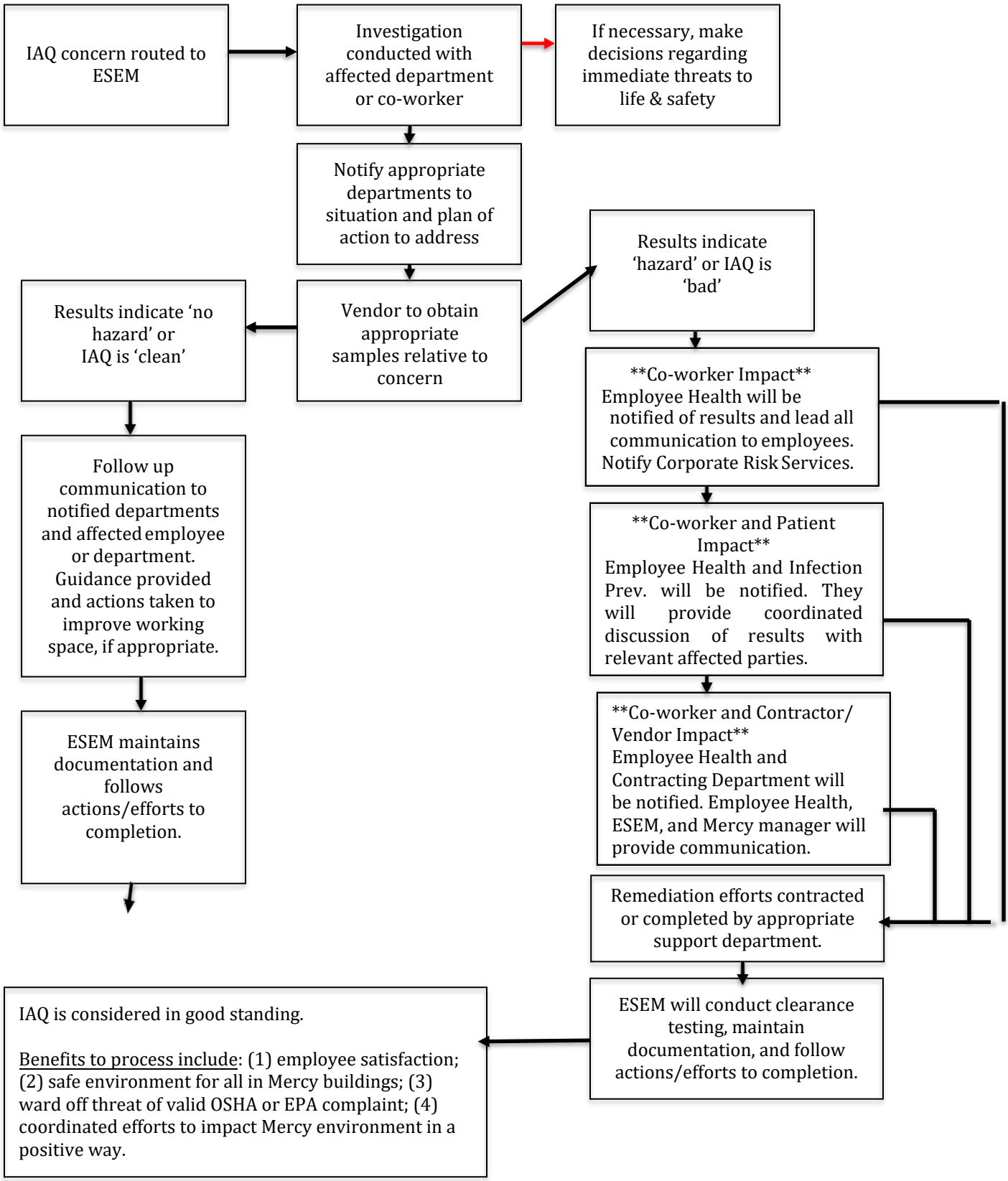
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C. Techniques and Regulations for the Safe Handling of Flammable Hydrocarbon and Hydrofluoroolefin Refrigerants. Rettich, Setlak, Scaringe February 2017

Originated by:
Original Date Policy / Procedure Issued:
Reviewed Dates:
Revised Dates:
Reviewed by:
Policy Committee Format / Process Acceptance by: **Date:**

Approved by:
Legal Review By (if needed): **Date:**
HR Review By (if needed): **Date:**
Name / Title **Date:**
Name / Title **Date:**

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Attachment A
Indoor Air Quality Procedure Flow Chart and Designation of Responsibility



Attachment A
Indoor Air Quality Procedure Flow Chart and Designation of Responsibility

Responsible Departments	Role in IAQ Process
Environmental Safety & Emergency Management (ESEM)	Conducting investigation hiring vendor, coordination of support departments in remediation efforts, ensure IAQ concern or complaint is fully addressed, record keeping as appropriate for this department
Facilities Maintenance and Operations (FMO)	Notify ESEM of a complaint, construct barriers or isolating 'walls' to contain the IAQ (if applicable), coordinate abatement or remediation efforts
Employee Health	Notify ESEM of a complaint, lead communication efforts with employees (if applicable), record keeping of event (if applicable), provide guidance on remediation efforts (if applicable)
Infection Prevention and Control	Notify ESEM of a complaint, lead communication efforts with patients (if applicable), provide guidance on remediation efforts (if applicable)
Environmental Services	Notify ESEM of a complaint, coordinate remediation efforts (if applicable), provide guidance to affect or prevent future situations (if applicable)
Human Resources	Notify ESEM of a complaint, notify and/or work with the leader of the affected area to support co-worker relations and communication(s)
Regulatory and Risk	Notify ESEM of a complaint, provide guidance on the IAQ to the above departments, facilitate communication to and from Mercy Ministry Risk
Facility Leadership	Notify ESEM of a complaint, provide guidance on the IAQ to the above departments
Affected Department or Employee	Notify ESEM of a complaint, participate in the investigation procedures by discussing concerns and issues, allow testing/sampling to be taken in work area, follow remediation guidance provided by support departments (if applicable)

Facility Name(s):	Mercy Health	
Policy / Procedure:	MW MFAC Indoor Air Quality IAQ Policy	
Approved by:	Erica McAllister (Exec Dir-Envir Safety & Em Mgt), Rodger Glaus (Exec Dir-Facilities Maint &Ops)	Date: 02/01/2021

PURPOSE:

To achieve a well-coordinated and appropriately implemented process for addressing, evaluating, and effecting indoor air quality concerns at all locations where Mercy co-workers, patients, visitors, or contractors are present.

SCOPE:

This policy is applicable to all co-workers and contractors at all Mercy Locations throughout the East, Central, and West Communities.

DEFINITIONS:

Indoor air quality ("IAQ") - the air quality within and around buildings and structures, especially as it relates to the health and comfort of building or facility occupants. IAQ can be affected by particulates (ex. dust), gases (ex. carbon dioxide or volatile organic compounds), microbial contaminants (ex. mold, bacteria), or any other product or circumstance that can induce adverse health conditions.
Significant Water Leak Event – an area of a facility, office, or Mercy property where a liquid, generally water, meets one of the following criteria:

- Liquid has pervaded a wall cavity either by external entry (ex. spill) or internal leaking causing drywall to reach >70% moisture level readings;
- Sewage leak where carpet or walls are involved (any amount); or
- Leak or spill has been/was concealed from normal view for an estimated time greater than 4 days (damage and erosion may be present).

POLICY:

A. Mercy will handle all IAQ concerns in a manner that supports risk minimization associated with potential hazards of poor or contaminated IAQ.

B. This policy governs the IAQ Procedures. All accompanying plans, procedures, and/or processes will support the policy components described below to fulfill the purpose and scope, as well as meet/exceed regulatory compliance.

C. Documentation: At a minimum, the ESEM department will maintain a record of all documentation associated with each individual IAQ investigation for at least three years. Employee Health will maintain co-worker exposure records in accordance with OSHA standards.

D. Investigative Procedures: Addressing an IAQ concern may take one or more of the following methods. For many of the below activities a vendor will be used to ensure accuracy and efficacy of results obtained and communicated; this is not an exclusive list:

1. Collection and analysis of air samples
2. Monitoring human exposure to pollutants

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3. Collection and analysis of surface samples (e.g. tape lift)
4. Air flow monitoring
5. Test and examination of air handling unit(s)
6. Observation and walk through of affected area
7. Epidemiological investigation

E. Methods of Improvement: There are multiple ways to improve IAQ. The following is a broad list of primary methods:

1. Source control (for use with gas concerns)
2. Abatement of hazard
3. Filtration of air
4. Ventilation (dilute contaminants)
5. Conduct routine or 'deep' cleaning esp. with carpet(s)
6. Furniture removal or change-out
7. Increase communication of activities between departments
8. Ceasing a hazardous/dangerous process until better controls are in place

F. Communication Standards

1. Complaints and initiation of an investigation may be conducted via email or phone call.
2. Results and Action Plans will be communicated with relevant stakeholders via a "Results Conference" set up by ESEM or Employee Health or in-person by Employee Health.
3. If a concern is great enough, Employee Health, Regulatory or ESEM will notify Corporate Risk in accordance with their process.

PROCEDURE:

A. Process

1. All IAQ concerns or complaints will be routed to ESEM Department to address.
2. ESEM will conduct an initial investigation with the complainant or coordinating party.
   a. ESEM will conduct an on-site walk through of the affected area. ESEM may make immediate recommendations to remove persons from the area or other actions to be taken if an immediate threat to health and life safety is suspected. In this case, risk will be informed immediately to coordinate appropriate communication with relevant stakeholders.
   b. ESEM will discuss the concern(s) and take notes with the complainant or coordinating party. They will understand the steps that ESEM is going to take moving forward (these can be given verbally or via email).
   c. ESEM will contact the appropriate vendor to take samples within the affected area.
   d. If Employee Health, FMO, and EVS are not already a part of the conversation, they will be notified of the complaint/concern and be told which vendor will be arriving at the facility. They will also be instructed not to address or remediate the complaint/concern at that time.
   e. The vendor(s) results will be sent directly to ESEM for analysis and discussion with the appropriate support department(s):
      i. If results indicate that the IAQ is in 'good' standing, a "Results Conference" will be set up

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to discuss with relevant parties.

ii. If the results indicate that the IAQ is in 'bad or poor' standing, then ESEM will:

1. Co-worker impact only: ESEM will notify Employee Health immediately. Employee Health will collaborate with ESEM on communication to Co-workers and how/when to discuss remediation efforts with other support departments (ex. FMO, EVS). A "Results Conference" will be set up to discuss results and action steps moving forward.
2. Co-worker and Patient impact: ESEM will notify Employee Health and Infection Prevention immediately. Employee Health will collaborate with ESEM on communication to employees and Infection Prevention will be responsible for communication to patients. Both will collaborate with ESEM on how/when to discuss remediation efforts with other support departments.
3. Co-worker and Contractor/Vendor impact: Contractor/vendor meaning a group or agency that provide services to Mercy on-site at a Mercy facility. ESEM will notify Employee Health and department who is responsible for employing/contracting with the vendor. Employee Health, ESEM, and manager for contracting department will be responsible for communication to both/all affected groups.

f. ESEM will work with appropriate support departments (generally FMO and EVS) to guide the remediation of the concern or issue.

i. If the testing results are 'good', efforts may still be taken to improve the look or feel of the co-worker's environment. For example, employees who express concerns about increased allergies may just be hypersensitive to air particulates that do not trigger a 'bad' response on air sampling tests and may need to work with EVS to conduct a 'deep' clean of their office space.

g. After remediation, if necessary, ESEM will conduct clearance testing of the area to ensure the area is 'clean' or 'inhabitable'. Information of these results will be provided as described above. Communication will be transparent and abundant on final steps and conclusions to any affected area or co-worker.

h. Documentation of communication, test results, observations, and more will be consolidated and held by ESEM and/or Employee Health (as necessary).

B. Process Specific Considerations

a. Mold Presence

i. If mold is visually present or there is a distinct mold/mildew odor, vendor testing will be conducted within 72 hours. FMO will 'isolate' the area and place air purifiers in the area (make the space negative) immediately without touching the contaminated area.

ii. If testing produces a significantly positive result for mold, then a vendor will be hired by FMO to abate the area within 48 hours.

iii. Following abatement, ESEM will work with the original vendor to conduct clearance testing of the area to ensure the mold product is completely removed. At the point the area is deemed 'clean', then FMO can remove the 'isolating' apparatus and repair (if necessary) the area. The incident will be considered concluded at this point.

b. Air Exchange/Ventilation or Adjacent Area(s)

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i. If air exchange rates or poor ventilation is suspected in an area, ESEM and FMO will work with a vendor to conduct air flow testing.
ii. If needed, FMO will work to fix improper air flow or ventilation as soon as possible post test results.
iii. If an adjacent area is causing a concern or impacting another area or department, the department responsible for maintaining that area will be held responsible for fixing the issue.
iv. Once completed, ESEM will be notified that the project is completed, and the concerned party will confirm so the incident can be concluded.

c. Cleanliness
i. If cleanliness is determined to be the cause of the concern or complaint, Employee Health (or ESEM) will work with the concerned party to conduct an initial cleaning or straightening of the area.
ii. ESEM will work with EVS to conduct a 'deep' cleaning of the space, including a full carpet clean, if necessary.
iii. Once EVS and the concerned party have concluded their action steps, they will notify ESEM, and the concern can be concluded.

ATTACHMENTS:

Attachment A: MW MFAC Indoor Air Quality Procedure Flow Chart and Designation of Responsibility Attachment A

REFERENCES:

A. 29 CFR 1910.1020 (OSHA)
B. OSHAct General Duty Clause: 5(a)

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Facility Name(s):	Mercy Health	
Policy / Procedure:	MW MFAC Interim Life Safety Measure (ILSM) Policy and Procedure	
Approved by:	John Farnen (Vice President-Facilities), Rodger Glaus (Exec Dir-Facilities Maint &Ops)	Date: 02/19/2020

SCOPE:

This policy is applicable to all Mercy Planning, Design & Construction (PD&C), and Facilities Maintenance & Operations (FMO) co-workers and contractors at all Mercy Locations throughout the East, Central, and West Communities.

PURPOSE:

To protect occupants during periods when the Life Safety Code® (LSC) is not met due identified deficiencies, maintenance activities, or during periods of construction.

DEFINITIONS:

Interim Life Safety Measures (ILSM) – administrative actions and procedures required to provide an equivalent means of protection for the hazards posed by construction or activities or life safety deficiencies that cannot be immediately corrected within 8 hours.

ILSM Assessment Team- a team of qualified members selected by the hospital/entity who will conduct the risk assessment process and oversee ILSM's implemented.

ILSM Assessment Team Members- the team members will include the following participants:

1. Project Leader
2. Facilities Maintenance and Operations Leader
3. Public Safety Leader
4. Contractor Representative
5. Appropriate Department Representative
6. Safety Officer

ILSM Assessment- process of evaluation, of a life safety code deficiency and/or construction activity to determine whether an Interim Life Safety Measures is necessary. The "Interim Life Safety Assessment Form" within the Risk Assessment Package, will be used to determine whether an ILSM is necessary.

Project Leader- employee of Mercy, who is responsible for coordination all activities associated with the project including contractors

Temporary Separation Walls (Hard Wall)- provides protection to an occupied portion of the building from a portion of the building under-going alteration, construction, or demolition operations when such operations are considered as having a higher level of hazard than the occupied portion of the building. The separation wall will be constructed with at least a 1hr fire resistance rating and 45-minute fire protective openings. Hazard levels will be evaluated by the ILSM Assessment Team during the risk assessment process to determine if the temporary separation wall is required. *Note: Nonrated walls and opening protectives shall be permitted when an approved automatic sprinkler system is installed and or maintained during the alteration, construction, or demolition operations. Ref: NFPA 241, 2009 Edition, Section 8.6.2*

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Temporary Partition (Rated Plastic Wall)- smoke tight partition made of limited combustible material that will not contribute to the development or spread of smoke or fire. This partition may be used as determined by the ILSM Assessment Team.

POLICY:

A. An Interim Life Safety Measure (ILSM) will be implemented when Life Safety Code® deficiencies cannot be corrected within eight (8) hours of discovery or during periods of construction.
B. Life Safety Code® deficiencies, whether identified during a Facility Life Safety Assessment, construction, or building maintenance activities, will be evaluated first to determine if an ILSMs should be implemented.
C. The ILSM evaluation shall be completed when a Life Safety Code® deficiency is identified, and prior to construction and building maintenance projects having the potential to cause a life safety deficiency.
D. The Interim Life Safety Measure evaluation will be completed according to the Mercy Wide Interim Life Safety Measure Procedure below.

PROCEDURE:

A. Conducting the ILSM Risk Assessment.
    1. The Interim Life Safety Risk Assessment will be completed when Life Safety Code deficiencies cannot be corrected within 8 hours after they are discovered.
    2. The ILSM assessment process will be conducted upon discovery of a Life Safety Code deficiency, and before any construction/renovation project begins.
    3. An Interim Life Safety Assessment will be conducted by the ILSM Assessment Team for all construction/renovation projects to determine whether ILSM's will be necessary.
    4. An Interim Life Safety Assessment will be conducted by the appropriate Facilities Maintenance and Operations Leader for all applicable maintenance activities or life safety code deficiencies.
    5. If the Interim Life Safety Assessment determines that no ILSM's are necessary, no further action is required. The completed form will be forwarded to Facilities Maintenance and Operations for record retention.
    6. If the Interim Life Safety Assessment Team determines ILSM's are necessary, the ILSM Risk Assessment Tool must be reviewed and approved as follows:
        a. Construction/Renovation Project – review and approval by the Assessment Team and the Safety Officer. Assessment Team members and Safety Officer signatures will indicate approval for the ILSM's.
        b. Maintenance Activities/Life Safety Code Deficiencies – review and approval by the appropriate Facilities Maintenance and Operations Leader. Facilities Maintenance and Operations Leader's signature will indicate approval.
        c. The approved Interim Life Safety Assessment form will be forwarded to Facilities Maintenance and Operations for record retention.
    7. When using the Interim Life Safety Assessment form, determine if the project deficiency has significant impact on building life safety features, by answering all questions listed on the form. If the

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impact is significant, place an "X" in the "yes column". The required ILSM will automatically be displayed on the form.

a. An activity which takes place in a room with an intact door, and which does not penetrate walls, may not require an ILSM.
b. An activity that affects doors or walls for less than 8 hours does not require an ILSM.
c. An activity that blocks or compromises exit stairs, required exit corridor, or exit discharge areas requires an ILSM.

8. If it is determined that an ILSM is warranted, the selected measures will be monitored for compliance and effectiveness.
9. When an ILSM is not functioning as required, the ILSM will be adjusted or re-assessed.
10. An ILSM assessment will be completed for each phase of construction.
11. A copy of the ILSM assessment will be posted at the entrance of all construction/renovation projects.
12. All ILSM's implemented will be reported to the Environment of Care Committee.
13. All documentation of enforcement for each required ILSM will be routed to Facilities Maintenance and Operations for record retention.
14. Attachment A illustrates the required process and flow for all Interim Life Safety Assessments

B. Interim Life Safety Assessment Criteria.

1. The following criteria will be used to determine whether ILSM's are necessary:
   a. Existing exits are blocked or significantly impaired.
   b. Existing corridor width is significantly reduced.
   c. Emergency access to facility is significantly impaired (Emergency Department).
   d. Existing fire alarm system is significantly impaired and or out of service more than 4 hours in a 24-hour period.
   e. Existing fire detection system is significantly impaired.
   f. Existing fire sprinkler system is significantly impaired and or out of service more than 10 hours in a 24-hour period.
   g. Combustible loading is increased.
   h. Structural or compartmental fire features are significantly impaired.
   i. Emergency power system is impaired and or out of service.
   j. Medical gas system is impaired and or out of service.

C. Interim Life Safety Assessment Chart.

1. If any one of the assessment criteria above applies, then appropriate measures selected from those listed below will be implemented:
   a. Notify the Fire Department (or other emergency response group) and initiate a fire watch.
   b. Post signage identifying the location of alternative exit to everyone affected.
   c. Inspect exits in affected areas daily. Ref: daily inspection checklist included in the risk assessment tool.

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d. Provide temporary but equivalent fire alarm and detection systems.
e. Provide additional firefighting equipment.
f. Use temporary construction partitions that are smoke-tight or made on non-combustible or limited-combustible material that will not contribute to the development or spread of fire. Ref: definition for construction requirements of temporary separation walls when determined necessary by risk assessment.
g. Increase surveillance of buildings, grounds and equipment, giving special attention to construction areas and storage, excavation and field offices.
h. Enforce storage, housekeeping and debris removal practices that reduce the building's flammable and combustible fire load to the lowest feasible level.
i. Provide additional training to those who work in the area on the use of firefighting equipment.
j. Conduct one additional fire drill per shift / per quarter.
k. Inspect and test temporary systems monthly.
l. Conduct education to promote awareness of building deficiencies, construction hazards, and temporary measures implemented to maintain fire safety.
m. Train those who work in the area to compensate for impaired structural or compartmental fire safety features.

D. Responsibilities

1. Project Leader
   a. Assembles the ILSM Assessment Team and conducts the Interim Life Safety Assessment.
   b. Ensures contractor review and compliance with the ILSM policy.
   c. When ILSM's are determined necessary, the Project Leader is responsible for implementation, obtaining documentation, and ensuring compliance with the following measures as indicated by the ILSM Assessment.
      i. Post signage identifying the location of alternative exits to everyone affected. EP3
      ii. Provide temporary, but equivalent, fire alarm and detection systems. EP5
      iii. Provide additional firefighting equipment. EP6
      iv. Use temporary construction partitions that are smoke tight or made of non-combustible or limited-combustible material that will not contribute to the development of spread of fire. Use and type of temporary construction partitions will be determined by the Assessment Team. EP7
      v. Enforce storage, housekeeping and debris removal practices that reduce the building's flammable and combustible fire load to the lowest feasible level. EP9
      vi. Ensures all contractors and sub-contractors receive training on the use of firefighting equipment and temporary measures implemented to maintain fire safety.
   d. Participate as a member of the ILSM Assessment Team.
   e. When ILSM's are determined necessary, utilizes the "Project Leader" responsibility checklist included in the ILSM Tool Kit.

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f. Ensure contractors are trained on emergency procedures and contractor guidelines.

2. Facilities Maintenance and Operations Leader
   a. Completes and reviews ILSM evaluation records.
   b. Conduct random inspections of the construction area.
   c. Provide notification to affected areas regarding interruption of utility systems.
   d. Report all current interim life safety measures to the Environment of Care Committee.
   e. When ILSM's are determined necessary, the Facilities Maintenance and Operations Leader is responsible for implementation, obtaining documentation, and ensure compliance with the following measures as indicated by the ILSM Assessment:
      i. Notify the Fire Department (or other emergency response group). EP2
      ii. Inspect and test temporary systems monthly, documenting test dates. EP12
      iii. Provide temporary/equivalent E-power system and test system prior to restoring normal operations. EP9&10
      iv. Provide temporary/equivalent medical gas system, test and certify system prior to restoring normal operations. EP2
   f. Participate as a member of the ILSM Assessment Team.
   g. When ILSM's are determined necessary, utilizes the "Facilities Maintenance and Operations" responsibility checklist included in the ILSM Tool Kit.
3. Public Safety Leader
   a. When ILSM's are determined necessary, the Public Safety Leader is responsible for implementation, obtaining documentation, and ensuring compliance with the following measures as indicated by the ILSM Assessment:
      i. Conduct fire watch. EP2
      ii. Inspect exits and construction area on a daily basis. EP4
      iii. Increase surveillance of buildings, grounds and equipment, giving special attention to construction. EP8
      iv. Provide additional training to those staff who work in the area on the use of firefighting equipment. EP10
      v. Conduct one additional fire drill per shift / per quarter. EP11
      vi. Conduct education with staff to promote awareness of building deficiencies, construction hazards, and temporary measures implemented to maintain fire safety. EP13
      vii. Train those who work in affected areas to compensate for impaired structural or compartmental fire safety features. EP14
   b. Participate as a member of the ILSM Assessment Team.
   c. When ILSM's are determined necessary, utilizes the "Public Safety" responsibility checklist included in the ILSM Tool Kit.
4. Contractor
   a. Review and comply with the ILSM policy.

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b. Train all contractor and sub-contractor staff regarding the ILSM policy.
c. Post ILSM Assessment at construction/renovation entry points.
d. Participate on the ILSM Assessment Team.

5. Appropriate Department Representative
   a. Participate on the ILSM Assessment Team.
6. Safety Officer
   a. Participate on the ILSM Assessment Team.
   b. Approve the ILSM risk assessment whenever an ILSM is required. The Safety Officer will approve the risk assessment by signing the document. NOTE: It is not necessary for the Safety Officer to attend the assessment team meetings. The Safety Officer approval of an ILSM Risk Assessment is necessary only when an ILSM is required.

E. Documentation
1. All Interim Life Safety risk assessments for construction/renovation projects will be approved by the ILSM Assessment Team and routed to Facilities Maintenance and Operations for record retention.
2. All Interim Life Safety risk assessments for Life Safety Code deficiencies and maintenance activities will be approved by the appropriate Facilities Maintenance and Operations Leader and routed to Facilities Maintenance and Operations for record retention.
3. All Interim Life Safety risk assessments that contain a required interim measure will be approved by the hospital Safety Officer.
4. ILSM's implemented will be documented as required and routed to Facilities Maintenance and Operations for record retention. Documentation of the measures will be as follows:
   a. Fire drill critiques for additional fire drills.
   b. Daily inspection checklists for surveillance rounds.
   c. Memorandums used to communicate training, project schedule and project impact.
   d. Work orders for inspections of temporary fire protection systems.
   e. "Sign in" rosters for staff training.

ATTACHMENTS

MW MFAC Attachment A Interim Life Safety Assessment Flow Chart

REFERENCES

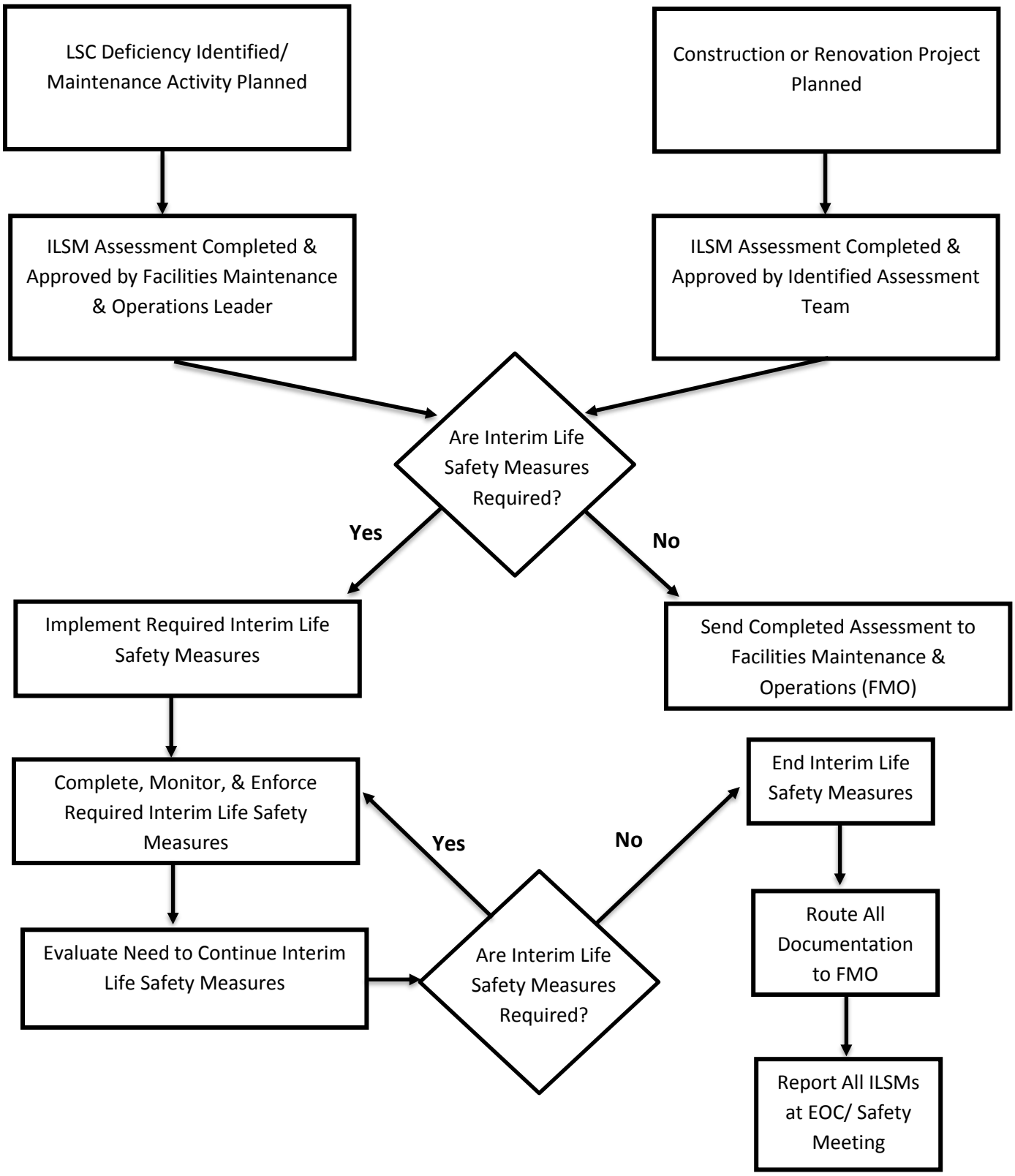
The Joint Commission, LS.01.02.01 EP 1-14

NFPA 101, 2012 Edition

NFPA 241, 2009 Edition

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Attachment A: Interim Life Safety Assessment Process



Facility Name(s):	Mercy Health	
Policy / Procedure:	MW MFAC Life Safety Policy	
Approved by:	Rodger Glaus (Exec Dir-Facilities Maint &Ops), Thomas Brinkmann (Dir-Facility Maint & Operation)	Date: 01/28/2021

PURPOSE:

To provide governance and structure for how Mercy designs and manages the physical environment to comply with the Life Safety code in accordance with The Joint Commission (TJC) Standard LS.01.01.01.

DEFINITIONS:

Basic Building Information (BBI) - Within the Joint Commission Statement of Conditions, BBI provides information on the life safety features of each building that provides patient care. A BBI form is prepared for each site under a licensed hospital.
Statement of Conditions (SOC) - A Joint Commission electronic documentation tool used as a management process that continually identifies, assesses, and resolves Life Safety issues. The SOC consists of 2 parts: basic building information and a plan for improvement for any life safety deficiencies.
Healthcare Occupancy - A building or space that provides medical treatment or other treatment or care simultaneously to four or more inpatients who are mostly incapable of self- preservation in the event of an emergency.
Ambulatory Occupancy - A building or space that provides medical treatment or other treatment or care simultaneously to four or more outpatients that are rendered mostly incapable of self-preservation in the event of an emergency without the assistance of others; anesthesia administered that renders the patient incapable of self-preservation; or emergency care for patients who are unable to take action for self-preservation under the emergency condition without the assistance of others. Locations include but are not limited to: Free standing Emergency Departments, Ambulatory Surgery Centers, or Endoscopy Centers.
Business Occupancy - A building or space used for the transaction of business such as a clinic, urgent care, or office building.
Associated Hospital Outpatient Departments (HOPD) - Any clinic, ambulatory surgery, urgent care, or patient care location that is licensed under the respective hospital location.
Hazardous Areas- A room where the occupant or use of the room has a higher hazard than that of the occupancy of the building. Hazardous areas shall include but are not limited to: boiler and fuel-fired heater rooms, central laundries greater than 100 square feet, paint shops, repair shops, rooms with soiled linen and/or trash containers greater than 64 gallons in volume, rooms greater than 50 square feet used for storage of combustibles and equipment, and laboratories employing flammable or combustible materials.

POLICY:

A. The hospital's Facilities Maintenance and Operations (FMO) leader will work with the assigned Life Safety Specialist and the Life Safety Manager to assess compliance with the Life Safety Code and manage the SOC when addressing survey-related deficiencies.
    a. The SOC will be prepared utilizing consultative services from an architect or life safety consultant as needed.

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   b. The SOC will be documented along with basic building information and approved equivalencies on The Joint Commission website.

B. The hospital will perform a building assessment to determine compliance with the Life Safety Code.
   a. The assessment will be led by assigned Life Safety Specialist and Life Safety Manager.
   b. The assessment will be performed at least every 3 years and as large projects that fall under NFPA 101-chapter 43 Building Rehabilitation occur.
   c. All new buildings and new additions will be reviewed by the Life Safety team prior to occupancy.
   d. All deficiencies identified during the building assessment will be relayed to the appropriate responsible leader to be corrected.
   e. Deficiencies which cannot be corrected during the shift identified, will be evaluated according to the ILSM policy and interim measures applied as required.
   f. The FMO leader will develop plans for improvement and manage the resolutions of the deficiencies identified in the assessment process.
   g. The building assessment will be documented on the Ministry Life Safety Building Assessment form.

C. Mercy shall maintain current and accurate drawings denoting features of fire safety and related square footage. Fire safety features include the following:
   a. Areas of the building that are fully sprinklered (if the building is partially sprinklered)
   b. Locations of all hazardous areas in the following:
      i. Health Care Occupancy fire compartments
      ii. Ambulatory Health Care Occupancy fire compartments
      iii. Business Occupancies within buildings that contain a Health Care Occupancy
      iv. Business Occupancy areas within buildings that contain an Ambulatory Health Care Occupancy
   c. Locations of all fire-rated barriers
   d. Locations of all smoke-rated barriers
   e. Sleeping and non-sleeping suite boundaries, including the size of the identified suites
   f. Locations of designated smoke compartments
   g. Locations of chutes and shafts
   h. Any approved equivalencies or waivers

D. The Drawings will be updated by the FMO Building Information Manager according to Attachment A: Life Safety Drawing Procedure.

E. The Life Safety Manager is responsible for recommending the firm and or individual who may assist in preparing the SOC. The Life Safety Manager and Life Safety Specialists will also ensure that the experience guidelines outlined in this policy are followed throughout the Ministry.

ATTACHMENTS

MW MFAC Life Safety Drawing Procedure Attachment A

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REFERNCES

The Joint Commission, LS.01.01.01 EP 1-3, 7

NFPA 101, 2012 Edition

Mercy ILSM Policy

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Facility Name(s):	Mercy Health	
Policy / Procedure:	MW MFAC Lockout/Tagout (LOTO) Policy	
Approved by:	John Farnen (Vice President-Facilities), Rodger Glaus (Exec Dir-Facilities Maint &Ops)	Date: 07/22/2020

PURPOSE:

To establish proper practices and procedures in which protect co-workers from the release of hazardous energy.

DEFINITIONS:

Affected Co-Worker – a co-worker whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under lockout or tagout, or whose job requires him/her to work in an area in which such servicing or maintenance is being performed.
Authorized Co-Worker – a co-worker who is familiar with the equipment and has been authorized by leadership to perform lockouts or tagouts on machines or equipment in order to perform servicing or maintenance. An affected co-worker becomes an authorized co-worker when that co-worker's duties include performing servicing or maintenance covered under this section.
Control Circuit – the part of the system that contains the energy source directing the performance of the equipment, but does not carry the main power source of the equipment for operation.
Energized – connected to an energy source or containing residual or stored energy.
Energy Isolating Device – a mechanical device that restricts the transmission or release of energy.
Energy Source – identified as electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other types of energy.
Hazardous Zone – an area within a co-worker's work environment in which injuries could occur as a result of physical contact with materials, machine elements, or other agents.
Lockout – the action of placing a lockout device on an energy isolating device to ensure the device or equipment cannot be operated until the lockout device has been removed.
Lockout Devices – a device, such as a lock, that holds an energy isolating device in the safe position and prevents the energizing of a machine or piece of equipment.
Machine-Specific Lockout/Tagout Procedure – a procedure in which includes the identified energy sources, energy isolating devices, and the steps taken to isolate the energy source and install the energy isolating device.
Normal Production Operations – the utilization of a machine or equipment to perform its intended production function.
Servicing and/or Maintenance – workplace activities such as constructing, installing, setting up, adjusting, inspection, modifying, and maintaining and/or servicing machines or equipment. These activities include lubrication, cleaning or unjamming of machines or equipment and making adjustments or tool changes, where the employee may be exposed to the unexpected energization or startup of the equipment or release of hazardous energy.
Setting Up – any work performed to prepare a machine or equipment to perform its normal production operation.
Stored Energy – the energy that is retained in a system, machine, or unit when they are placed in the "OFF" position or sources are removed.

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Tagout – the action of placing a tagout device on an energy isolating device to ensure the device or equipment cannot be operated until the tagout device has been removed.
Tagout Devices – a device, such as a tag, attached to the energy isolating device to indicate the device and equipment cannot be used until the tag is removed.

POLICY:

Machine-Specific Lockout/Tagout Procedure

A. The following elements must be included in each machine-specific lockout/tagout procedure:
    a. Preparation for shutdown
    b. Machine or equipment shutdown
    c. Machine or equipment isolation
    d. Lockout or tagout device application
    e. Stored energy
    f. Verification of isolation

Hardware

A. The hardware/devices used for isolating, securing or blocking of machines or equipment from energy sources must be provided by the employer and meet the following requirements:
    a. Durable
        i. The devices must be able to withstand the environment to which they are exposed for the maximum period of time the exposure is expected.
        ii. The tagout devices must be created in which exposure to wet conditions or corrosive environments will not cause deterioration or the tag to become illegible.
    b. Standardized
        i. The devices must be standardized within the facility by either color, shape, or size.
        ii. Print and format of the devices must be standardized within the facility as well.
    c. Substantial
        i. Lockout devices must be substantial enough to not be removed with the use of excessive force or unusual techniques.
        ii. Tagout devices must be substantial enough to not allow involuntary or accidental removal.
    d. Identifiable

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i. The devices must include information referring to the identity of the co-worker or contractor applying the device.

B. Examples of hardware/devices include locks, tags, wedges, chains, adapter pins, key blocks, self-locking fasteners, among others.

C. The tagout devices must warn against hazardous conditions if the machine or equipment is energized. A legend shall be located on the tagout devices and display "*Do Not Start. Do Not Open. Do Not Close. Do Not Energize. Do Not Operate*."

D. Electronic interlocks and machine safety switches shall not be used as substitutes for lockout devices.

Training

A. All co-workers involved in the lockout and tagout of devices within their facility must be competent in the subject and able to do the following:

a. Identify applicable hazardous energy sources.

b. Understand the type and magnitude of the energy available in their workplace.

c. Determine the methods and means necessary for energy isolation and control.

d. Recognize how the tags are warning devices and cannot provide physical restraint on the device.

e. Securely attach the tags to the energy isolating device so it does not accidently become detached.

B. Retraining is required when:

a. A new co-worker becomes involved in the lockout/tagout process.

b. A new hazard is presented due to a change in machines, equipment or processes.

c. A change has been implemented in the energy control procedures.

d. An audit or inspection has resulted in a necessary review of the process and procedures.

C. Outside vendors that may perform work with the control of hazardous energy must be informed of and educated on the lockout/tagout procedures specific to the facility.

Audits/Inspections

A. At least annually, the process of implementing Lockout/Tagout shall be reviewed to ensure the proper procedure is being followed and all safety measurements are in place.

B. The inspection shall be performed by an authorized co-worker, one in which is not applying the lockout or tagout devices.

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C. The inspection or audit report shall include the following:

a. The machine or equipment on which the lockout or tagout was applied.

b. The date of the inspection.

c. The co-workers or contractors involved in the inspection.

d. The co-worker performing the inspection.

PROCEDURE:

1. All equipment shall be reviewed to identify energy sources and energy isolating devices.
2. Once energy sources and energy isolating devices are identified, a machine-specific procedure shall be written to determine how to safely control the energy during a shutdown or isolation.
3. The machine-specific procedure must be present on each pertaining equipment or machine. The procedure shall be updated before returning equipment to service when modifications to the process change the power lockout requirements.
4. The procedure must specifically outline the scope, purpose, authorization, rules, and techniques to be utilized for the control of hazardous energy. That includes:
    a. A specific statement that includes the intended use of the procedure.
    b. Detailed procedural steps for shutting down, isolating, blocking and securing machines or equipment to control hazardous energy.
    c. Specific procedural steps for the placement, removal and transfer of lockout devices or tagout devices and the responsibility for them; and
    d. Requirements for testing a machine or equipment to determine and verify the effectiveness of lockout devices, tagout devices, and other energy control measures.
5. Exception: It is not necessary to document the required procedure for a specific machine or equipment if all of the following elements exist:
    a. The machine or equipment has no potential for stored or residual energy or re-accumulation of stored energy after shut-down which could endanger co-workers;
    b. The machine or equipment has a single source energy source which can be readily identified and isolated;
    c. The isolation and locking out of that energy source will completely de-energize and deactivate the machine or equipment;
    d. The machine or equipment is isolated from that energy source and locked out during service or maintenance;
    e. A single lockout device will achieve a locked-out condition;
    f. The lockout device is under the exclusive control of an “Authorized Co-Worker” performing the servicing or maintenance;

g. The servicing or maintenance does not create hazards for other co-workers; and

h. The employer, in utilizing this exception, has had no accidents involving the unexpected activation or re-energizing of the machine equipment during servicing or maintenance.

6. Only the authorized co-worker who is performing the servicing or maintenance shall apply the lockout or tagout to isolate the energy.
7. All affected co-workers shall be notified by the authorized co-worker who will perform the work on the equipment before the lockout/tagout devices are applied.
8. The authorized co-worker must be aware of the type and magnitude of the energy, the hazards of the energy to be controlled, and the methods or means to control the energy before turning off or shutting down the equipment.
9. If the equipment or machine is in operation, the equipment shall be shut down and/or off in a manner that will not pose risk to the other affected co-workers. All stored energy must be properly restrained.
10. The energy isolating devices, needed to control the energy to the machine or equipment, must be physically located and operated in such a manner as to isolate the machine or equipment from the energy source.
11. The lockout or tagout devices shall be attached, by the authorized co-worker, to each energy isolating device.
    a. The lockout devices are attached to hold the energy isolating device in a “safe” or “off” position.
    b. The tagout devices are attached to indicate the operation or movement of the energy isolating device from the “safe” or “off” position is prohibited.
    c. If the tagout devices used with the energy isolating devices are capable of being locked, the tag shall be positioned at the same place at which the lock would have been attached.
    d. If the tagout devices cannot be attached to the energy isolating device, the tag shall be positioned as closely and safely possible to the device.
12. Once the lockout or tagout devices have been applied to the energy isolating devices, all of the potentially hazardous stored or residual energy must be relieved, disconnected, restrained, and rendered safe.
13. If stored energy has the potential to reaccumulate to a hazardous level, isolation must be continued until the servicing or maintenance is completed or the possibility of stored energy reaching a hazardous level no longer exists.
14. Prior to starting the servicing or maintenance on the machine or equipment, the authorized co-worker must verify the isolation and de-energization of the machine or equipment have been completed. It is possible that more than one energy source may be involved. If any questions arise, the authorized co-worker must discuss with the Facilities Maintenance and Operations Supervisor, Manager, or Director.
15. Before the lockout or tagout devices are removed from the equipment or machine, and the energy is restored, the following must take place:

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a. The work area is inspected to ensure nonessential items have been removed and all co-workers have been moved to a safe area.

b. The equipment or machine components are operationally intact.

c. All affected co-workers are notified that the lockout or tagout devices are going to be removed.

16. The lockout or tagout devices must be removed from each energy isolating device by the authorized co-worker who applied the device.

17. If that authorized co-worker is not available, the employer must implement the following:

    a. Verification that the authorized co-worker, who applied the device, is not currently at the facility.

    b. All efforts have been made to contact that authorized co-worker and inform them of the removal of their lockout or tagout device.

    c. The authorized co-worker is aware of this situation prior to resuming work at the facility.

18. If there is a change of shift during this process, the following will take place:

    a. Direct communication regarding the lockout will take place between the off-going shift authorized co-worker and on-coming shift authorized co-worker. The on-coming shift authorized co-worker will first install their locks and then the off-going shift authorized co-worker will remove their locks.

    b. When a machine or equipment lockout or tagout occurs over multiple shifts or days, the FMO Supervisor, Manager, or Director will apply the lock and an identification tag will be applied that explains the reason for the lockout.

REFERNCES

OSHA 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout)

Originated by:
Original Date Policy / Procedure Issued:
Reviewed Dates:
Revised Dates:
Reviewed by:
Policy Committee Format / Process Acceptance by: **Date:**

Approved by:
Legal Review By (if needed): **Date:**
HR Review By (if needed): **Date:**
Name / Title **Date:**

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Name / Title **Date:**

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Facility Name(s):	Mercy Health	
Policy / Procedure:	MW MFAC Medical Gas Maintenance Policy	
Approved by:	Rodger Glaus (Exec Dir-Facilities Maint &Ops)	Date: 01/26/2021

PURPOSE:

Identify time frames and processes to inspect, test, and maintain critical components of the piped medical gas and vacuum systems, waste anesthetic gas disposal (WAGD), and support gas systems within the building.

SCOPE:

This policy is applicable to all Mercy Facilities with piped medical gas systems throughout the East, Central, and West Communities.

DEFINITIONS:

ASSE- American Society of Sanitary Engineers
Critical components – Any element of a critical device whose failure to perform can be reasonably expected to cause the failure of the critical device.
Medical Gas- A patient medical gas or medical support gas such as oxygen, helium, nitrous oxide, carbon dioxide, and medical air that is used in the application of human respiration and the calibration of medical devices used for human respiration.
Medical Gas System- An assembly of equipment and piping for the distribution of nonflammable medical gases such as oxygen, nitrous oxide, compressed air, carbon dioxide, and helium.
Piped Distribution System- A pipeline network assembly of equipment that starts at and includes the source valve, warning systems (master, area, local alarms), bulk gas system signal actuating switch wiring, interconnecting piping, and all other components up to and including the station outlets/inlets.

POLICY:

A. All piped medical gas systems serving in-patients or out-patients shall be tested, inspected, and maintained in accordance with this policy.

B. Per NFPA 99-2012 Chapter 5, the "responsible facility authority" must maintain the medical gas system. The Facilities Maintenance and Operations Leader at each facility is designated as the "responsible facility authority" and responsible for maintaining these systems as they are installed.

C. Training and Qualifications

   a. For Joint Commission accredited facilities, Facilities Maintenance and Operations co-workers maintaining these systems shall be qualified by training and certification to the requirements of the ASSE 6030 or 6040.

   b. Facilities not accredited by The Joint Commission shall train co-workers maintaining these systems throughout the healthcare facility on specific equipment as installed in the facility or co-workers shall obtain ASSE 6030 or 6040 training and certification.

D. Installation, Modification, and Repair

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a. All new medical gas systems shall be installed in accordance with NFPA 99 2012 edition Chapter 5 requirements.

b. Installations of new systems shall be completed by a vendor trained and certified to ASSE 6010 or CGA-M1, *Guide for Medical Gas Installations at Consumer Sites*.

c. All new installations shall be verified by a third party separate from the installation vendor. Persons verifying medical gas systems shall be trained and certified to ASSE 6030.

d. Testing for purity, correct gas, and proper pressure is completed after installation, modification, or repair occurs. This test is documented and kept in the Facilities Maintenance and Operations compliance documentation.

    i. NOTE: Documentation of this test must be available prior to putting the system back in service

E. Inspection and Testing

a. Hospital locations shall test and inspect all medical gas and vacuum systems annually. This will normally be performed by a qualified contracted vendor.

    i. Critical access hospitals may choose to test and inspect medical gas and vacuum systems every 2 years depending on identified risk and historical testing data.

b. Non-hospital locations (i.e. Ambulatory Surgery Centers) with piped medical gas systems shall test and inspect medical gas and vacuum systems annually. This will normally be performed by a qualified contracted vendor.

c. Annual or biennial testing will include the following:

    i. Medical air systems including source equipment and valves
    ii. Medical vacuum systems including source equipment and valves
    iii. Medical gas manifolds and source valves
    iv. Medical gas area alarms
    v. Medical gas master alarm panels
    vi. Medical gas zone valves
    vii. Medical gas outlets/inlets
    viii. Flexible connectors
    ix. Bulk oxygen tank
    x. Emergency oxygen supply connection
    xi. Dewpoint monitor reading and calibration
    xii. Carbon monoxide reading and calibration
    xiii. Oxygen purity from at least 2 remote locations inside the facility

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d. Testing and inspection will be according to manufacturer's guidelines and respective procedures listed in the work order system.

e. All facilities, regardless of size, will test and inspect all alarm panels including master, local, and area alarm panels monthly.

   i. Testing will ensure audio and visual alarms are operational.

   ii. Inspection will ensure the alarm panel is labeled with the correct area/ room it serves.

f. All facilities, regardless of size, will inspect zone valve boxes monthly to ensure it is not blocked, readily operable, damage free, secure, and properly labeled for the area/ room it serves.

g. Facilities with manifold systems will inspect the room quarterly to ensure the correct signage is present in accordance with NFPA 99 2012 Chapter 5, all tanks are correctly secured, no alarms are present, and the room is clean.

h. Facilities with bulk oxygen tanks will inspect the enclosure quarterly to ensure the tank enclosure is locked, proper signage is present in accordance with NFPA 99 2012 Chapter 5, and all valves are properly labeled.

F. Documentation

a. Documentation of all testing, maintenance and inspection will be maintained by Facilities Maintenance and Operations.

b. Documentation of all tests and inspections shall include the following information on the vendor report or preventative maintenance work order:

   i. Name of activity

   ii. Date of activity

   iii. Inventory of devices, equipment, or other items

   iv. Required frequency of the activity

   v. Name and contact information, including affiliation of the person performing the activity

   vi. NFPA standard referenced for the activity

   vii. Results of the activity

   viii. Certificate of training for vendor technicians performing the inspection, calibration, and testing

   ix. Calibration certificates for all test instruments utilized for calibration and testing of the medical gas components

References

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A. The Joint Commission EC.02.05.09 EP 7-11, 14
B. The Joint Commission EC.02.03.05 EP 28
C. NFPA 99 2012 edition Chapter 5
D. NFPA 55 2010 edition Chapter 8

Originated by:
Original Date Policy / Procedure Issued:
Reviewed Dates:
Revised Dates:
Reviewed by:
Policy Committee Format / Process Acceptance by: **Date:**

Approved by:
Legal Review By (if needed): **Date:**
HR Review By (if needed): **Date:**
Name / Title **Date:**
Name / Title **Date:**

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Facility Name(s):	Mercy Health	
Policy / Procedure:	MW MFAC Red Tag Permit Policy	
Approved by:	John Farnen (Vice President-Facilities)	Date: 11/07/2019

SCOPE:

Procedures to follow prior, during and after shutting down the Fire Protection Systems

PURPOSE:

To establish ministry wide procedures and guidelines in the event a portion of the fire alarm or sprinkler system is impaired utilizing the FM Global Red Tag Permit System. This system will insure monitoring, help with recordkeeping and inform FM Global when impairments are present.

POLICY:

A. The FM Global Red Tag Permit program will be implemented every time the fire alarm or fire suppression system is taken out of service.

B. Contractors working in the building will alert staff when there is a need to shut the system down, and no work will take place until the Red Tag Permit is implemented.

C. In the event an emergency impairment occurs, the situation should be stabilized and the permit procedures initiated as soon as possible.

D. Hospital staff involved in the Red Tag Permit process should receive at a minimum the online training provided by FM Global.

PROCEDURE:

A. Planning for the impairment

1. When possible, plan to do the work when the facility is not operating.
2. Schedule to shut down hazardous processes, if possible.
3. Plan to use temporary protections during impairment such as extra fire extinguishers, temporary sprinkler protection or charged hose lines.
4. Preparations should include having parts on hand and personnel available before attempting impairment.
5. Acquire a Red Tag Permit from a Facilities Maintenance & Operations (FMO) Supervisor or designated employee in advance of the impairment. Complete the required information on the permit.
6. The Red Tag Permit will designate location within the facility and reason for impairment. It is authorized by the Supervisor's signature.
7. If fire protection equipment can be restored, determine how quickly in case a fire occurs during the impairment.
8. Limit service disruption to an isolated area so fire protection can be returned to service promptly in the event of a fire.

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9. Notify the staff involved, the fire alarm monitoring company, and FM Global.

B. During the Impairment

1. Shut down hazardous processes.
2. Prohibit smoking.
3. Prohibit all hot work, including cutting and welding. If hot work is essential to complete the work, utilize the Hot Work Permit process.
4. Have personnel patrol the area where protection is out of service.
5. Continue work until protection is restored.
6. Hang the Red Tag on the equipment that is impaired.
7. Where applicable, ensure that someone is available and prepared to return the system to service in the event of a fire.

C. After Impairment

1. Make certain the fire protection equipment is placed back in automatic service.
2. If the sprinkler service was impaired, conduct a 2- inch drain test at the sprinkler riser.
3. Lock all sprinkler control valves in the wide-open position.
4. Reset the alarm system.
5. Notify the fire department, monitoring company, staff, and FM Global that the system has been restored.

Attachments

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MW MFAC FM Global Red Tag Permit

References

FM Global Red Tag Permit System

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RED TAG PERMIT

CONTROL NUMBER	INDEX NUMBER
637072	

PRECAUTIONS TAKEN (CHECK AS APPROPRIATE)

- ☐ Emergency Organization Notified
- ☐ Public Fire Department Notified
- ☐ Hazardous Operations Stopped
- ☐ Hot Work Prohibited
- ☐ Smoking Restricted
- ☐ Other
- ☐ Continuous Work Authorized
- ☐ Ongoing Patrol of Area
- ☐ Hydrant Connected to Sprinkler riser
- ☐ Pipe Plugs on Hand
- ☐ Fire Hose Laid Out

INSURED NAME

INSURED LOCATION (City, State/Province)

INSURED PHONE NO.	INSURED FAX NO.

CHECK IF	SPRINKLER VALVE LOCATION/NUMBER
☐ SPRINKLER ☐ FIRE PUMP ☐ CO_2 ☐ HALON ☐ OTHER	AREA PROTECTED

REASON FOR IMPAIRMENT

PLANNED DATE/TIME TO BE CLOSED

PLANNED DATE/TIME TO BE OPEN

[redacted]

NAME/TITLE OF RESPONSIBLE PERSON (PRINT)

AUTHORIZED BY (PRINT NAME)	FIRE PROTECTION EQUIPMENT OPERATOR (PRINT NAME)

PART 1 INSTRUCTIONS

Firesafety Supervisor: Fill out using ball-point pen, sign and issue permit as follows:

Phone Part 1 information or fax this part to the FM Global number listed on the Red Tag Permit Wall Kit.

Place Part 2 in center pocket of Wall Kit as visual reminder of impairment.

Issue Part 3 (Red Tag) to Fire Protection Equipment Operator to attach to impaired equipment.

FM Global

RED TAG PERMIT

Part 1 of 3

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FIRE PROTECTION OUT OF SERVICE

FM Global

Planning, Design and Construction
655 Maryville Centre Dr, Suite 300
St. Louis, MO 63017
Tel (314) 364-3863
Fax (314) 364-3341

C

Weekly Carbon Monoxide Control Monitoring Log

Areas listed on the log will be continuously monitored by CM/GC (or 3rd party testing agency) during contractor's working hours or hours of CO risk. Report alarms to Mercy representative immediately and follow procedure outlined in the Carbon Monoxide Control Levels policy.

Facility: _____ **Week of:** _____

Project Name: _____ **Project No.** _____

CM/GC Project Manager: _____ **Contractor:** _____

Mercy Representative: _____ **Work Shift:** _____

Inspect equipment for proper function daily. Note corrections and initial each block.
Locations of monitoring should be reviewed with Mercy representative for approval.

MONITOR # & LOCATION	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY

Notes:

1)

2)

3)

4)

5)

SUBMITTED BY: _____ DATE: _____
CONTRACTOR

ACCEPTED BY: _____ DATE: _____
OWNER

Mercy Central- AR Communities

Pre-Construction Risk Assessment Form

Classification:	☐ **Construction** ☐ **Rehabilitation*** ☐ **Demolition** ☐ **Maintenance**		
Project Name/LSC Deficiency:	**Location:**	**Evaluation Date:**	**Start Date:**
Project Leader:		**Contractor:**	
Brief Description of the Project:			

Instructions: Check categories for potential hazards and evaluate risks. Appropriate permits, procedures, and forms will need to be implemented as part of the actions taken.

Potential Hazards:

- ☐ Air Quality/Ventilation – Product/task, dust, fumes, mists, vapors, mold-related, general ventilation, etc.
- ☐ Bloodborne Pathogens – Needles, red-bagged waste, etc.
- ☐ Emergency Preparedness – Codes, lists, security issues, etc.
- ☐ Fire/Life Safety – egress, extinguishing equipment, sprinkler systems, alarms, hot work, etc.
- ☐ ILSM – Separate Evaluation form to be maintained.
- ☐ Carbon Monoxide Monitoring – Separate implementation record and monitoring checklist to be maintained.
- ☐ Hazardous Materials – Lead, mercury, fluorescent tubes, medical gases, oxygen, chemicals, radiation, asbestos (ACM), etc.
- ☐ Infection Control – Per Infection Control Construction checklist.
- ☐ Noise/Vibration – tool use, location, demolition, distance, duration, impact, loudness.
- ☐ Utilities/Control of Energy Sources – electrical, water, mechanical, natural gas, medical gases, etc.
- ☐ Additional – General safety, c aught-in, fall from elevation, struck-by, confined spaces, etc.

CATEGORY	EVALUATION
*** Rehabilitation Work Category (refer to chart if needed to determine)**	☐ Repair ☐ Renovation ☐ Modification ☐ Reconstruction ☐ Change of Use or Occupancy Classification ☐ Addition
Air Quality / Ventilation	
Bloodborne Pathogens	
Emergency Preparedness	
Fire/Life Safety	
ILSM	
CO Monitoring	
Hazardous Materials	
Infection Control Category of Risk: (Circle One) 1 2 3 4	
Noise/Vibration	
Utilities/Control of Energy Sources	
Additional Issues	

Contractor has received information packet of policies & procedures? **YES** **NO**

Please SIGN & Date

Project Leader:	_____
Facilities Leader:	_____
Department Representative:	_____
Infection Control Representative:	_____
Security Leader:	_____
Contractor:	_____

Facility Name(s):	Mercy Health	
Policy / Procedure:	MW PDC Carbon Monoxide Control Levels	
Approved by:	John Farnen (Vice President-Facilities)	Date: 10/13/2021

MW PDC Carbon Monoxide Control Levels

REFERENCES: National Ambient Air Quality Standards. OSHA permissible exposure limits (PEL) and Threshold Limit Value (TLV). NIOSH (National institute of Occupation Safety and Health). WHO (World Health Organization).

FORMS: CO Monitoring Record
CO Monitoring Checklist

PURPOSE: To provide direction for controlling CO exposure and minimizing risk of exposure from construction activities. Also provide a safe environment for Construction workers, Co-workers, Patients and visitors to Mercy facilities.

RESPONSIBILITY: The Construction Manager/General Contractor is responsible for providing a safe construction site as well as a safe environment for Mercy Co-workers, visitors and patients. The Mercy PD&C Project Manager will follow up to ensure that the CM/GC is implementing carbon monoxide control levels policy and completing the required forms.

PROCESS:

Carbon Monoxide monitors should be placed in areas that are controlled and are between 60 and 80 degrees F. If the areas identified to install monitors are outside this range, then the CM/GC must get approval from the Mercy PD&C Project Manger to install the monitors. Under no circumstances will the monitors be used in areas that are below 32F or above 100F.

The CM/GC will complete a Safety Risk Assessment to determine if risks of CO are present and work with the Mercy PM to coordinate areas to be monitored and the corrective action to be taken if the CO limits are exceeded. Below are the acceptable limits and action for all Mercy projects.

PROJECT AREAS:

The contractor should first cover, filter, or protect the intakes in these areas to prevent the passage of CO into other areas of the facility outside the project area. This includes providing increased ventilation and/or scrubbers on equipment and vehicles.

a) 0 – 9 PPM is Normal. At this level co-workers should be notified that work is being done and the limits of CO are within the normal operating range and there is no risk.

b) 10 – 35 PPM is Marginal. The alarm should be set for 35 PPM. At 35 PPM the contractor should notify the Mercy project manager and start to ventilate the area affected immediately to reduce readings. Under no circumstances will the CO

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limit be allowed to exceed 35 PPM. The contractor will be required to shut down any work causing limits to reach 35 PPM, if fumes become unacceptable to owner, or if lower readings of CO are causing problems for high risk co-workers/patients or areas.

c) 36 PPM or above is unacceptable. Contractor will be required to take any preventive measures to ensure that under no circumstance the CO reading ever exceeds 35 PPM.

ATTACHMENTS:

MW PDC Carbon Monoxide Monitoring Implementation Record
MW PDC Central AR PCRA for Carbon Monoxide
MW PDC Weekly Carbon Monoxide Monitoring Log

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Planning, Design and Construction
655 Maryville Centre Dr., Suite 300
St. Louis, MO 63017
Tel (314) 364-3863
Fax (314) 364-3341

CO MONITORING PLAN IMPLEMENTATION RECORD

Community:		**Location:**	
Project Name:		**Project #**	
Implementation Date:		**Completion:**	
PD&C Project Manager:		**Telephone #**	
On-Site Safety Officer:		**Telephone #**	
CM Project Manager:		**Telephone #**	

1. Provide CO Monitoring Plan describing measures taken to prevent/control the passage of CO into and/or within the facility, including:
   - Floor plans and site map as required to identify:
     - Project area(s)
     - All areas that may be impacted by CO
     - Air intakes and HVAC units in area
     - Windows, doors, louvers, etc. that could allow CO migration
     - Interior and exterior CO monitoring locations
   - Identification of equipment potentially creating CO (e.g. welders, cutting torches, space heaters, and gas powered equipment such as concrete saws, generators, pressure washers, and air compressors)
   - Locations of the equipment on site (exterior and interior)
   - Schedule indicating the dates that CO producing equipment will be on site

2. List all occupied areas and departments that may be affected by CO via intake of exterior air and/or from interior spaces under construction.

   _____

   _____

   _____

3. Provide documentation of meeting with Mercy staff in departments most likely to be impacted if CO enters intakes.

   _____

4. Coordinate and document meeting with PD&C Project Manager and Mercy Safety Manager regarding CO management plan.

   _____

5. Provide documentation that the personnel assigned to monitor and control CO exposure has read the Mercy policy for monitoring CO levels.

   _____

6. Provide documentation that everyone using equipment or vehicles producing CO has been trained on CO monitoring and the CO management plan. Including knowledge of impacted air intakes and other potential avenues for CO migration.

7. Attach any other documentation of training for employees which may apply to this policy.

Approvals

PD&C Manager

Print Name Signature Date

Safety Manager

Print Name Signature Date

CM/GC

Print Name Signature Date

Affected Departments:

Department Name	Print Name	Signature	Date
Department Name	Print Name	Signature	Date
Department Name	Print Name	Signature	Date
Department Name	Print Name	Signature	Date
Department Name	Print Name	Signature	Date
Department Name	Print Name	Signature	Date

Facility Name(s):	Mercy Health	
Policy / Procedure:	MW PDC Construction Office and Storage Trailer Policy	
Approved by:	John Farnen (Vice President-Facilities)	Date: 12/01/2021

PURPOSE: This policy establishes the type/uses and requirements for contractor and subcontractor office and storage trailers including signage guidelines to assist in identifying contractors and subcontractors at their project locations.

REQUIREMENTS:

Office Trailers

a. Office trailers must meet local city and state code requirements if applicable and all permits filed as needed.
b. Office trailers shall be properly maintained and in good repair for the duration they are located on site.
c. Informational signage is required on the exterior of the office trailer and shall identify the name, logo, address, and 24 hour emergency phone number of the contractor along with general project information. Maximum size is 12" x 18"; maximum letter size is 3" inches or per City ordinance/Authority Having Jurisdiction
d. Review and approval of exterior signage by Planning, Design and Construction and/or City ordinance/permit/Authority Having Jurisdiction is required prior to installation on office trailer(s).

Storage Trailers

a. Storage trailers must meet local city and state code requirements if applicable and all permits filed as needed.
b. Storage trailers shall be properly maintained and in good repair for the duration they are located on site. Contractor's name, logo, and 24 hour emergency phone number is required to be displayed on the storage trailer in a professional manner.
c. Other informational signage is allowed provided the maximum size of this sign is 4 ft. x 4 ft., maximum letter size is 8 inches or per City ordinance/permit/Authority Having Jurisdiction.
d. Review and approval of exterior signage by Planning, Design and Construction and/or City Ordinance/Authority Having Jurisdiction is required prior to installation on storage trailer(s).

Project Specific Entrance and Site Signage

a. One (1) project specific site entrance sign shall be posted at entry point to the project. Sign shall contain contractor's name, logo, 24 hour emergency phone number, specific safety information such as "hardhat & safety glasses required", and folder for other inspection forms, notices, etc.
    a. Refer to Mercy Brand Guidelines for site specific signage for new buildings on greenfield sites. Sign shall meet all local city and state ordinance requirements and shall obtain permit if required.
    b. Signs for construction entrance areas located within existing facilities shall be of maximum size 12 inches x 18 inches, maximum letter size is 3 inches.

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b. A signage plan is required to be submitted on all projects. The signage plan should include all information, names, logos, sizes, locations and format of all signage that will be required for the project.

All signage must be submitted and approved by Mercy Planning, Design and Construction department prior to installation.

Original Date Policy / Procedure Issued: 08/27/15
Revised Date: 12/1/21

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Substance Abuse Testing programs

The Model Substance Abuse Testing Specification provides contract language which Owners in the St. Louis area can use to require that those working on the Owner's construction project are tested for substance abuse. Owners should insert the language of the model specification into their contract documents to confirm the Owner's commitment to testing to contractors and labor. Do not assume that testing will occur! Most labor agreements in the St. Louis market require compliance with substance abuse testing requirements *only if the Owner requires it.*

Management and labor organizations have developed testing programs and consortiums to facilitate compliance with the Owner requirement. Some Owners specify that those using these programs will be in compliance. The St. Louis Council of Construction Consumers takes no position on whether these programs are in compliance, but provides the following list to assist Owners and the industry to identify programs that may provide compliance.

- St. Louis Construction Industry Substance Abuse Consortium
  Contact: Construction Data Services
  2348 Hampton Ave.
  St. Louis, MO 63139
  Telephone 314-645-5577
  FAX: 314-645-6767

- Pipefitters Local Union No. 562 & Mechanical Contractors Association of St. Louis Unified Drug & Alcohol Testing Policy & Procedure
  Contact: Construction Data Services
  2348 Hampton Ave.
  St. Louis, MO 63139
  Telephone 314-645-5577
  FAX: 314-645-6767

- Mobilization Optimization Stabilization Training (MOST) Policy and Procedures on Drug Screening
  Contact: Bill Palmisano
  MOST Administrator
  753 State Ave., Suite 800
  Kansas City, MO 66101
  Telephone 913-281-5036
  FAX: 913-281-0037

- Local Union No. 1, IBEW and St. Louis Chapter, NECA Substance Abuse Policy and Testing Program
  Contact: Doug Martin
  National Electrical Contractors Association, St. Louis Chapter
  PO Box 2223
  St. Louis, Mo 63109
  Telephone 314-644-3030
  FAX 314-644-5507

ST. LOUIS COUNCIL
OF CONSTRUCTION
CONSUMERS

180 Weidman Road, Suite 127
Manchester, MO 63021-5724
Telephone 636-394-6200
FAX 636-394-9641
E-mail info@slccc.net

Facility Name(s):	Mercy Health	
Policy / Procedure:	MW PDC Contractor Substance Abuse Policy	
Approved by:	John Farnen (Vice President-Facilities)	Date: 11/11/2021

MW PDC Contractor Substance Abuse Policy

SCOPE: This policy is applicable to all Mercy Planning, Design & Construction (PD&C) contractors at all Mercy locations throughout the East, Central and West Communities.

PURPOSE:

The purpose of the Mercy system wide Planning, Design and Construction Contractor Substance Abuse policy is to maintain and promote a safe and productive construction site.

Mercy has a vital interest in maintaining safe, healthful and efficient working conditions for contractor employees, visitors, patients and coworkers. Mercy maintains that the work environment is safer and more productive without the presence of illegal or inappropriate drugs and or alcohol or other substances in the body and/or on company property.

The use of illegal drugs, or abuse of alcohol or prescription drugs, may impair the ability of employees to perform tasks that are critical to proper work performance. The result is an increase in accidents and failures that pose a serious threat to the safety of all persons on a jobsite. Impaired employees also tend to be less productive, less reliable and prone to greater absenteeism, resulting in the potential for increased costs and delays in the timely completion of contracts. Furthermore, employees have the right to work in a drug free environment and to work with persons free from the effects of drugs and alcohol. Employees who abuse alcohol or drugs are a danger to themselves and to other employees.

DEFINITIONS:

Contractor: contractor, sub-contractor, vendor, supplier and delivery person (all referred to as “contractors” from here on in) hired to provide planning, design and construction services or materials to Mercy.

Owner: refers to Mercy as the owner of the construction project.

Positive Test: test results indicating the presence of legal or illegal substances at or above the confirmatory level.

Non-negative Test: For the purposes of this policy, any unconfirmed negative test.

Negative Test: test results indicating that legal or illegal substances are at levels below the threshold.

Pre-Employment Testing: Testing for all substances other than alcohol required by the contractor or subcontractors for their employees or prospective employees within one hundred twenty (120) days prior to their appearance on the owner’s site of construction. This requirement shall be waived if the employee is an active member of an owner approved consortium.

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Mandatory Follow up Testing: Testing for all substances other than alcohol required by the contractor or subcontractors for their employees at a rate to ensure that 100% of all workers are tested within a 22 to 24 month period beginning with the Random Test date.

Random Testing: Testing for all substances is required by the contractor or subcontractors for their employees with a random selection rate of at least fifty percent (50%) of their employees annually. The frequency of Random Testing for a contractor or subcontractors job of less than one (1) year will be adjusted proportionately to the duration of the job, but in any event at least one employee per month shall be tested. Employees selected for random testing shall report to the drug testing facility or collection site and provide a specimen the same day that they are notified that they have been selected.

For Cause Testing: Testing for all substances set forth in Section F, conducted by the contractor or subcontractors for their employees whose behavior on the Owner's site of construction causes either the owner's of the respective contractor's or subcontractor's supervisory personnel to reasonably suspect that such behavior may result from substance abuse.

Post-Accident / Incident Testing: Testing for all substances set forth in Section F, conducted by the contractor or subcontractors for their employees involved in any accident involving off-site medical treatment, or any property damage. In addition, first aid cases, or "near misses" in which injury or property damage is narrowly avoided shall require testing as determined by the Owner, contractor or subcontractor.

Medical Review Officer (MRO): A licensed physician who reviews, verifies and reports the results of a drug test.

Owner approved consortium: a management or labor organization that has developed a substance abuse testing program to facilitate compliance with a substance abuse program required by an owner of construction activity.

POLICY:

A. Mercy Planning Design and Construction requires all Contractors to have and enforce a written Substance Abuse Program (SAP) incorporating, at a minimum, the testing requirements, terms and conditions set forth in this policy, applicable to all its employees and prospective employees in order to be eligible to perform the owner's work.
B. In an effort to create a safe workplace, Mercy (the Owner) has adopted as a guide the St Louis Council of Construction Consumer's Model Substance Abuse Testing Guideline. Nothing in this policy is intended as a substitute for the contractor's or subcontractor's complete written substance abuse policy. This program is intended as a guide to the minimum requirements for complying with the owner's requirements for a drug free work place.
C. Mercy Planning Design and Construction contracts will include the requirement to include a Substance Abuse Program including testing, consistent with this policy and all attachments hereto.
D. This policy applies to illegal drugs or abuse of alcohol or prescription drugs by a contractor, sub-contractor, vendor, supplier and delivery person (all referred to as "contractors" from here on in) hired to provide planning, design and construction services or materials to Mercy.

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PROCEDURE:

A. The contractor and each subcontractor shall furnish a copy of its substance abuse program to Mercy, prior to commencement of work on the owner's site of construction, which program shall at a minimum, comply with the procedures herein. The program is subject to the review and acceptance by the owner's project manager, provided, however, the project manager's failure to identify any deficiency with such program or any other evidence of compliance shall not constitute or be construed as a waiver of contractor's and each subcontractor's obligation to comply with the procedures herein.
   1. The Substance Abuse Program shall incorporate testing requirements and conditions set forth in this procedure, applicable to all its employees and prospective employees in order to be eligible to perform the owner's work. The contractor and all subcontractors shall comply with the SAP. Suppliers, vendors and visitors are subject to confirmation of their abstinence from the possession or use of substances indicated in this procedure.
   2. This SAP shall apply to contractor and subcontractor employees on the owner's site of construction including workers, new hires, replacements, and supervisory personnel. No employees or prospective employee of a contractor or subcontractor shall be permitted to work on the owner's site of construction unless such employee has acknowledged his / her understanding of the requirements of the testing program and has submitted to testing as required by this specification.
   3. The contractor and each subcontractor shall train their employees in methods that will allow them to recognize behavior consistent with reasonable suspicion of substance abuse. Supervisory employees of the contractor or subcontractor shall be trained to take action, and to confront a substance abuser in a manner consistent with generally accepted safety training procedures.

B. The cost of implementing its Substance Abuse Program shall be borne by each respective contractor or subcontractor affected by this specification.

C. Testing Requirements of the Substance Abuse Program
   1. The contractor or subcontractor shall perform pre-employment, mandatory follow-up, random, for cause, and post-accident / incident testing.
      a. Urine Testing for drugs:
         i. Standard drug testing must be conducted by a Department of Health & Human Services (DHHS) Substance Abuse & Mental Health Services Administration (SAMHSA) certified laboratory.
            a) Split specimens shall be collected and all non-negative test results shall require a sample be submitted to a certified laboratory for testing with test results interpreted by a licensed medical review officer (MRO).
         ii. An instant test ("quickie" test") may be performed on-site or at an approved testing facility, using a Food and Drug Administration (FDA) approved devise for instant testing. The instant test shall, at a minimum test for the same substances as the standard test.

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a) Persons with non-negative, instant tests may or may not be allowed to start work immediately, based on owner / contractor arrangements.

b) Split specimens shall be collected and all non-negative test results shall require a sample be submitted to a certified laboratory for testing per subparagraph 1a.i.a) above.

b. Alcohol Testing
   i. The initial screen tests for alcohol shall be performed by using breathalyzer methods comparable to the types used by law enforcement officials or a blood test.
   ii. Alcohol confirmatory tests shall be performed by using a blood alcohol test.

c. Saliva and hair testing
   i. Should an owner allow the use of hair or saliva as an alternative specimen for drug and alcohol testing, the techniques, samples kits and protocols used for testing shall be in accordance with the owner's requirements.

D. Exemptions from Pre-employment testing shall include:
   1. Contractors or subcontractor employees who can provide the owner or his authorized agent with certification of a previous drug test occurring within one hundred twenty (120) days that meets or exceeds the standards as set forth in Section F of this policy and which indicates a negative result for each of the drugs listed herein.
   2. Employees or prospective employees with an active status in an owner approved consortium.
      a. Owner approved consortiums:
         i. St Louis Construction Industry Substance Abuse Consortium
         ii. Pipefitters Local union No. 562 and Mechanical Contractors Association of St Louis Unified Drug & Alcohol Testing Policy and Procedure
         iii. Local Union No 1, IBEW and St Louis Chapter, NECA Substance Abuse Policy and Testing Program.
         iv. See also Attachment C

E. Confirmation of Testing
   1. Confirmation of test results for employees shall be kept confidential. Evidence of a negative test shall be furnished to the owner, prior to commencement of work by the contractor or subcontractor.
   2. Electronic databases: All negative test results shall be included in an electronic database that will be accessible to employers which may be provided to owners upon request. The database will include the employees name, craft, identification number, and the date of the test.

F. Substances
   1. The panels and thresholds of the substance abuse testing guideline should be based on federal standards plus additional substances that have been tested for in the region, as follows:

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Substance	Threshold	Confirmatory Level	Notes
Alcohol level	0.04%	0.045	Current DOT
Amphetamines level	500 ng/ml	250 ng/ml	Current DOT
Barbiturates	300 ng/ml	200 ng/ml	
Benzodiazepine	300 ng/ml	200 ng/ml	
Cocaine level	150 ng/ ml	100 ng/ml	Current DOT
Marijuana level	50 ng/ml	15 ng/ml	Current DOT
Methadone	300 ng/ml	200 ng/ml	
Opiates Codeine / Morphine level	2000 ng/ml	2000 ng/ml	Current DOT
Opiates Heroin	10 ng/ml	10 ng/ml	
Phencyclidine level	25 ng/ml	25 ng/ml	Current DOT
Propoxyphene	300 ng/ml	200 ng/ml	

G. Compliance

1. The owner reserves the right to audit any contractor's or subcontractor's Substance Abuse Program to verify compliance. The owner shall have access to all relevant records for this purpose, provided such record disclosures are within the scope of the Department of Health and Human Services (DHHS) guidelines pertaining to confidentiality of employee records.
2. Employees with a positive test result shall immediately be removed from the owner's site by their employer.
3. The contractors' or subcontractors' employees who receive a confirmatory positive test result shall be prohibited from returning to any of the owners sites until such time:
   a. That said employee has successfully completed an assessment / substance abuse treatment program as recommended by a certified substance abuse professional.
   b. And as submitted by the contractors that is acceptable to the owner
4. A second confirmed positive test after the employee's return will result in a permanent bar from any of the owner's sites.

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H. Responsibilities -

1. Project Manager
   a. Ensures that the contractor has received and complied with the requirements of this policy and procedure.
   b. Receives the contractor Substance Abuse Program, reviews and accepts.
2. Director of Planning Design & Construction
   a. Monitors that contractor Substance Abuse Program's are received and reviewed by project managers.
3. Executive Director Planning Design & Construction
   a. Ensures that policy is enforced by Mercy PDC department.
4. Contractor (this includes contractor, subcontractor, vendor, supplier and delivery person)
   a. The Contractor must have and enforce a written Substance Abuse Program.
   b. Provide to the owner regular reporting of results of Substance Abuse Program testing.
   c. The contractor's and subcontractor's substance abuse program shall be furnished to the owner for review prior to hiring the contractor.
   d. The subcontractor shall provide summary reporting of program compliance to the contractor. The contractor shall provide summary compliance reporting to include subcontractor compliance to the owner .
5. Mercy Legal or external counsel

   Shall ensure that Mercy construction contracts include language that a substance abuse program with a testing requirement that complies with the requirements of these procedures is included in contractor construction contracts.

I. Documentation

1. Acceptance of the contractors SAP program is to be documented in the project files by the project manager.
2. The owner reserves the right to audit any substance abuse program required by this specification to verify compliance results within twenty-four (24) hours of the owner's notification of intent to audit and the owner shall have free right of access to all relevant records of the contractor and it's subcontractors for this purpose.

ATTACHMENTS

MW PDC Substance Abuse Attachment A
MW PDC Substance Abuse Attachment B Summary
MW PDC Substance Abuse Industry Programs Attachment C

Original Date Policy / Procedure Issued: 08/24/15
Revised Date: 11/1/21

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ST. LOUIS COUNCIL
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ST. LOUIS COUNCIL OF CONSTRUCTION CONSUMERS
MODEL SUBSTANCE ABUSE TESTING GUIDELINE

The objective of this Model Substance Abuse Testing Guideline is to achieve optimal job site safety, to promote, and to maintain a drug free workplace. This is not intended as a substitute for the owner's or contractor's complete written substance abuse policy that should include other important features, including an employee education and awareness program, a supervisor training program and an employee assistance program. The guideline requires that anyone entering the owner's job site will comply with the substance abuse testing requirements.

1. CONTRACTUAL REQUIREMENTS

a) The contractor and each subcontractor shall furnish a copy of its Substance Abuse Program to the owner prior to commencement of work on the owner's site of construction. This program shall be reviewed and accepted by the owner.

b) The contractor must have and enforce, as a minimum, a written Substance Abuse Program incorporating the testing requirements and conditions set forth in this guideline. The contractor and all subcontractors shall comply with this program. Suppliers, vendors, and visitors are subject to the owner's substance abuse program requirements.

c) The contractor and each subcontractor may train employees in methods that will allow them to recognize behavior consistent with reasonable suspicion of substance abuse. Supervisory employees of the contractor or subcontractor should be trained to take action, and to confront a substance abuse issue in a manner consistent with generally accepted safety training procedures.

d) The costs of implementing the Substance Abuse Program shall be borne by each respective contractor or subcontractor.

2. DEFINITIONS

a) Positive Test: Test results indicating the presence of legal or illegal substances at or above the confirmatory level.

b) Non-negative Test: For the purposes of this guideline, any unconfirmed negative test.

c) Negative Test: Test results indicating that legal or illegal substances are at levels below the threshold.

d) Pre-Employment Testing: Testing for all substances other than alcohol required by the contractor or subcontractors for their employees or prospective employees within one hundred twenty (120) days prior to their appearance on the owner's site of construction. This requirement shall be waived if the employee is an active member of an owner approved pool.

e) Mandatory Follow-up Testing: Testing for all substances other than alcohol required by the contractor or subcontractors for their employees at a rate to ensure that 100% of all workers are tested within a twenty-two to twenty-four month period. Employees tested under the Random Testing program, shall have the twenty-two to twenty-four month period begin with the Random Test date.

f) Random Testing: Testing for all substances is required by the contractor or subcontractors for their employees with a random selection rate of at least fifty percent (50 %) of their employees annually. The frequency of Random Testing for a contractor or subcontractor's job of less than one (1) year will be adjusted proportionately to the duration of the job, but in any event at least one employee per month shall be tested. Employees selected for random testing shall report to the drug testing facility or collection site and provide a specimen the same day that they are notified that they have been selected.

g) For Cause Testing: Testing for all substances set forth in Section 5, conducted by the contractor or subcontractors for their employees whose behavior on the Owner's site of construction causes either the Owner's or the respective contractor's or subcontractor's supervisory personnel to reasonably suspect that such behavior may result from substance abuse.

h) Post-Accident / Incident Testing; Testing for all substances set forth in Section 5, conducted by the contractor or subcontractors for their employees involved in any accident involving off-site medical treatment, or any property damage. In addition, first aid cases, or "near misses" in which injury or property damage is narrowly avoided shall require testing as determined by the Owner, contractor or subcontractor.

i) Medical Review Officer (MRO): A licensed physician who reviews, verifies and reports the results of a drug test.

3. TESTING REQUIREMENTS

The contractor or subcontractor shall perform pre-employment, mandatory follow-up, random, for cause, and post-accident / incident testing.

a) Urine Testing for drugs:

i.) Standard drug testing must be conducted by a Department of Health & Human Services (HHS) Substance Abuse & Mental Health Services Administration (SAMHSA) certified laboratory.
   a. Split specimens shall be collected and all non-negative test results shall require a sample be submitted to a certified laboratory for testing with test results interpreted by a licensed medical review officer (MRO).

ii.) An instant test (“quickie test”) may be performed on-site or at an approved testing facility, using a Food and Drug Administration (FDA) approved device for instant testing. The instant test shall, at a minimum, test for the same substances as the standard test.

a. Persons with non-negative, instant tests may or may not be allowed to start work immediately, based on owner / contractor arrangements.
b. Split specimens shall be collected and all non-negative test results shall require a sample be submitted to a certified laboratory for testing per subparagraph i. above.

b) Alcohol Testing:

i.) The initial screen tests for alcohol shall be performed by using breathalyzer methods comparable to the types used by law enforcement officials or a blood test.

ii.) Alcohol confirmatory tests shall be performed by using a blood alcohol test.

c) Saliva and hair testing

i.) Should an owner allow the use of hair or saliva as an alternative specimen for drug and alcohol testing, the techniques, samples kits and protocols that shall be used for testing shall be in accordance with the owner's requirements.

4. CONFIRMATION OF TESTING

Confirmation of test results for employees shall be kept confidential. Evidence of a negative test shall be furnished to the owner, prior to commencement of work by the contractor or subcontractor.

a) Electronic databases: All negative test results shall be included in an electronic database that will be accessible to employers which may be provided to owners upon request. The database will include the employee's name, craft, identification number, and the date of the test.

5. SUBSTANCES:

The panels and thresholds of the substance abuse testing guideline should be based on the federal standards plus additional substances that have been tested for in the region, as follows:

substance	***threshold***	***confirmatory level***	***notes***
alcohol	0.04%	0.04%	Current DOT level
amphetamines	500 ng/ml	250 ng/ml	Current DOT level
barbiturates	300 ng/ml	200 ng/ml	
benzodiazepine	300 ng/ml	200 ng/ml	
cocaine	150 ng/ml	100 ng/ml	Current DOT level
marijuana	50 ng/ml	15 ng/ml	Current DOT level
methadone	300 ng/ml	200 ng/ml	
opiates			Current DOT level
codeine / morphine	2000 ng/ml	2000 ng/ml	
heroin	10 ng/ml	10 ng/ml	
phencyclidine	25 ng/ml	25 ng/ml	Current DOT level
propoxyphene	300 ng/ml	200 ng/ml	

6. COMPLIANCE

a) The owner reserves the right to audit any contractor's or subcontractor's Substance Abuse Program to verify compliance. The owner shall have access to all relevant records for this purpose, provided such record disclosures are within the scope of the Department of Health and Human Services (DHHS) guidelines pertaining to confidentiality of employee records.

b) Employees with a positive test result shall immediately be removed from the owner's site by their employer.

c) The contractors' or subcontractors' employees who receive a confirmatory positive test result shall be prohibited from returning to any of the owner's sites until such time:

i) that said employee has successfully completed an assessment/substance abuse treatment program as recommended by a certified Substance Abuse Professional (SAP)

ii) and as submitted by the contractor that is acceptable to the owner.

d) A second confirmed positive test after the employee's return will result in a permanent bar from any of the owner's sites.

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MODEL SUBSTANCE ABUSE TESTING GUIDELINE

SUMMARY

OBJECTIVE: To achieve optimal job site safety, to promote and to maintain a drug free workplace.

This is not intended as a substitute for the owner's or contractor's complete written substance abuse policy that should include other important features, including an employee education and awareness program, a supervisor training program and an employee assistance program. The guideline requires that anyone entering the owner's job site will comply with the substance abuse testing requirements.

OWNER REQUIREMENT:

Owners should insert their own substance abuse program requirements or use the Model Substance Abuse Testing Guideline into their contract documents to confirm the owner's commitment to substance abuse testing to contractors and labor. Not all labor agreements in the St. Louis region require compliance with substance abuse testing unless the owner requires it.

SUBSTANCES:

The panels and thresholds of the substance abuse testing guideline should be based on the federal standards plus additional substances that have been tested for in the region, as follows:

substance	***threshold***	***confirmatory level***	***notes***
alcohol	0.04%	0.04%	Current DOT level
amphetamines	500 ng/ml	250 ng/ml	Current DOT level
barbiturates	300 ng/ml	200 ng/ml	
benzodiazepine	300 ng/ml	200 ng/ml	
cocaine	150 ng/ml	100 ng/ml	Current DOT level
marijuana	50 ng/ml	15 ng/ml	Current DOT level
methadone	300 ng/ml	200 ng/ml	
opiates			Current DOT level
codeine / morphine	2000 ng/ml	2000 ng/ml	
heroin	10 ng/ml	10 ng/ml	
phencyclidine	25 ng/ml	25 ng/ml	Current DOT level
propoxyphene	300 ng/ml	200 ng/ml	

TESTING:

Pre-employment
Random
Mandatory follow-up
For cause
Post accident / incident

Facility Name(s):	Mercy Health	
Policy / Procedure:	MW PDC Disruption of Operations Policy	
Approved by:	John Farnen (Vice President-Facilities)	Date: 11/24/2021

REFERENCES: Follow Facility Maintenance Protocol

PURPOSE: These procedures are standard policy for all disruptions to existing facilities, of any kind (i.e. parking, tie-in, power, HVAC, traffic flow, etc.).

RESPONSIBILITY: All Vendors: Including consultants, Architects, Engineers, Construction Manager/General Contractor, Sub-Contractors and suppliers.

PROCESS:

1. A Disruption of Operations form must be completed no later than seventy-two (72) hours before the scheduled disruption/impact occurs. If the need for an emergent disruption presents, a Disruption of Operations form will still need to be completed but the 72 hour window will be evaluated on a case by case basis. The form is to be completely filled out and signed at minimum by Facilities Maintenance Operations (FMO), Public Safety/Security, Planning, Design and Construction (PDC) and all department directors impacted by disruption. The assigned PDC Manager is responsible to route and distribute the Disruption of Operations form and to retain a completed copy in the project file.

2. Before the disruption of operations is to be signed, the vendor will be responsible to fully plan/engineer the work necessitating the disruption, inconvenience or change in workflow and have the workplan reviewed/approved by Planning, Design and Construction one week prior to applying for the disruption of operations. A written description and plan/graphic reflecting the workplan and all impacts should be attached to the Disruption of Operations form.

3. The vendor/contractor must notify all Contacts included on the form when:
   a) the time and/or duration of the disruption must be extended due unexpected circumstances.
   b) the work creating the disruption is complete and all associated facility functions/features have returned to normal.

4. The vendor/contractor and the assigned PDC Manager must complete a Disruption Incident Report for all unscheduled/unplanned disruptions caused by project activities and conduct a lessons-learned debrief meeting. Copies of the completed Disruption Incident Report and debrief meeting notes shall be submitted to PDC Executive Director, FMO Director, Environmental Safety & Emergency Management Executive Director and the project file.

If any of the above is not completed according to the policy, the disruption will not be allowed until compliance with policy is completed. Any and all cost, schedule impacts and/or rework that was caused by the vendor or vendors not following the disruptions policy, will be the sole responsibility of the contracted vendor.

ATTACHMENTS

MW PDC Disruption of Operations Form Attachment A
MW PDC Distribution Incident Report Form Attachment B

Original Date Policy / Procedure Issued: 08/27/15
Revised Date: 11/1/21

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Planning, Design and Construction
655 Maryville Centre Drive
St. Louis, MO 63141

Disruption Incident Report

Date of Report: Click or tap to enter a date.

Date of Occurrence: Click or tap to enter a date.

Location of Occurrence:

Click or tap here to enter text.

Companies Involved:

Click or tap here to enter text.

What Facility Element/Feature Was Disrupted:

Click or tap here to enter text.

Describe Any Preventative Planning Developed/Implemented to Avoid Incidents:

Click or tap here to enter text.

Location of the Element/Feature Disrupted:

Click or tap here to enter text.

Duration of the Disruption:

Click or tap here to enter text.

Areas & Operations Impacted by the Disruption:

Click or tap here to enter text.

Describe the circumstances of the incident. Give a chronological sequence of events. Describe who, what, when, where, how, and why the incident happened. List and all potential contributing factors as well:

Click or tap here to enter text.

At the time of this report if the facility element has not been repaired/ restored indicate when, how, and who will perform the repair. If it has been repaired indicate when, how, and who performed the repair:

Click or tap here to enter text.

If existing patients had to be relocated or new patients diverted what alternate location was identified and for how long:

Click or tap here to enter text.

Click or tap here to enter text.	Click or tap to enter a date.
PDC Manager Signature	Date
Click or tap here to enter text.	Click or tap to enter a date.
Vendor/Contractor	Date

Planning, Design and Construction
655 Maryville Centre Drive
St. Louis, MO 63141

DISRUPTION OF OPERATIONS FORM

Date: Click to enter a date. **Project Name:** Click here to enter text. **G.C.:** Click here to enter text.

PDC Rep.: Click here to enter text. **GC/CM Rep.:** Click here to enter text. **SUB Rep.:** Click here to enter text.

System Checked by: Click here to enter text.

DEPARTMENT AFFECTED: Click here to enter text.	**OPERATION AFFECTED:** Click here to enter text.	**SIGN OFF:** Click here to enter text.
DEPARTMENT AFFECTED: Click here to enter text.	**OPERATION AFFECTED:** Click here to enter text.	**SIGN OFF:** Click here to enter text.
DEPARTMENT AFFECTED: Click here to enter text.	**OPERATION AFFECTED:** Click here to enter text.	**SIGN OFF:** Click here to enter text.
DEPARTMENT AFFECTED: Click here to enter text.	**OPERATION AFFECTED:** Click here to enter text.	**SIGN OFF:** Click here to enter text.

Disruptions/Impacts Description & Location

SUMMARY DESCRIPTION OF WORK: Click here to enter text.
PLANNED TEMPORARY CONDITIONS/ACCOMMODATIONS: Click here to enter text.

SCHEDULED DATE OF DISRUPTION: Click here to enter text. **SCHEDULED TIME OF DISRUPTION:** Click here to enter text. **FROM:** Time **AM ☐ PM ☐** **TO:** Time **AM ☐ PM ☐**

Approvals

OPS/SUPPORT SERVICES DIRECTOR: Click here to enter text. **PATIENT CARE DIRECTOR:** Click here to enter text. **INFECTION CONTROL:** Click here to enter text.

PD & C: Click here to enter text. **GC/CM:** Click here to enter text. **SUB:** Click here to enter text.

FMO: Click here to enter text. **SAFETY/ SECURITY:** Click here to enter text. **MTS:** Click here to enter text.

Contacts:

DEPARTMENT	CONTACT NAME	CELL #	HOME #	EMAIL ADDRESS
Admin On Call	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
PDC	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
FMO	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
MTS	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Public Safety	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Safety/Security	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Infection Control	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Clinical Engineering	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
GC/CM PM	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
GC/CM Super	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
SUB Foreman	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

See attached for workplan and graphic

Facility Name(s):	Mercy Health	
Policy / Procedure:	MW PDC Material Staging Areas Policy	
Approved by:	John Farnen (Vice President-Facilities)	Date: 12/01/2021

REFERENCES: Facility access requirements, MW MFAC Interim Life Safety Measure Policy and Security access

PURPOSE: Assure adequate construction material staging areas are identified to support the project implementation without impacting current operations (patient care or other) while maintaining life safety.

POLICY: This procedure applies to all construction projects within operating facilities (hospitals, clinics, etc.) that require space considerations for material staging.

RESPONSIBILITY: PD&C will assure material staging area is acceptable, maintained clean and approved before mobilization.

PROCESS:

If required, a designated material staging and/or storage area will be provided either within the construction area and/or other space (mechanical room, shell space, storage area, etc.) identified by the Owner. The storage and staging area is strictly intended for Contractor's needed building materials, tools, and equipment to implement the project.

Contractors shall supply their own lockable gang boxes for the storage of such building materials, tools, and equipment. All tools and equipment must be stored in the gang box(es) if possible. Other materials, tools, or equipment not able to be stored in gang boxes must be properly stored in good order without possibility of damage.

The Contractor will be provided a secured means of access (key, badge access, etc.) to material staging area or will be directed to utilize approved construction core.

The number of gang boxes permitted in the designated storage area is limited and subject to the Owner's approval.

Any materials, tools, or equipment stored outside of the designated storage area shall be labeled with a signed approval form from the Owner's Representative. Contractor will be notified of any materials, tools, or equipment left outside of the Contractor's designated storage area without such written and posted authorization. Items under notification will be removed and discarded if not resolved within 48 hours or authorized by Owner's Representative to be stored outside the designated areas is granted.

Upon project completion (or project timeframe the material staging area is no longer needed for the project implementation) the Contractor shall remove all materials, tools, and equipment from the space and return it to previous condition. The Contractor and Owner Representative will review and sign-off that the space is returned to previous conditions without damage or if any portion of the space is damaged the area is satisfactorily restored. Return approval of the space is required for final payment.

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Title: MW PDC Material Staging Areas Policy

Original Date Policy / Procedure Issued: 08/27/15
Revised Date: 12/1/21

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Facility Name(s):	Mercy Health	
Policy / Procedure:	MW PDC Safe Digging Policy	
Approved by:	John Farnen (Vice President-Facilities)	Date: 12/01/2021

REFERENCES

OSHA Rules 1926.651
Standard excavation marking color code

PURPOSE

To assure that all excavation pre-requisites on Mercy sites are met and safe excavation and potential for unplanned utility disruption is minimized.

PROCEDURE

Prior to start of any excavation, including minor digging, the CM/GC or subcontractor will notify the proper agency, i.e., Missouri One Call, Oklahoma One Call, Kansas One Call, Arkansas One Call, Dig-Rite, and PD&C.

RESONSIBILITY

CM/GC or subcontractor is required to notify PD&C and fill out proper paperwork with local authorities and engage private utility locating service, if applicable, to assure all utilities have been located.

PROCESS:

Prior to initiating any digging, CM/GC or subcontractor must notify local authorities and location services at least 48 hours but preferably 10 days in advance of any excavation. The CM/GC or subcontractor must fill out all paperwork required by outside agencies and the Mercy safe digging form. The local request information form should only be filled out if requested by owner or regulatory agency.

Any excavation services which are not covered by the outside utility companies and which may be affected by the digging will be located by the CM/GC. CM/GC or subcontractor must engage private utility locate service to locate all private utilities. The CM/GC or subcontractor must also notify Mercy PD&C to coordinate FMO, MTS or other departments in locating private utilities. Service typically not covered by public utility locate service: irrigation, landscape, signage, owned utilities and communications cable.

The CM/GC or subcontractor must document and provide to owner all record drawings from work showing all utilities located and identified during excavation. The CM/GC or subcontractor should not backfill any excavations until owner or owner designated representative has approved them to proceed.

All markings should conform to the standard legal color code, including:

Red	Electric	Yellow	Gas/oil/steam
Orange	Communications	Blue	Water
Green	Sewer	Pink	Temp survey markings
White	Proposed excavation	Purple	Reclaimed water
Black	Private services		

Any fine incurred as a direct result of CM/GC or subcontractor failure to properly follow the safe digging policy shall be the sole responsibility of the CM/GC or subcontractor.

Attachments: **MW PDC Safe Digging Form Attachment**

Original Policy Date 8/27/15
Revised Policy Date 12/1/21

Any printed form of this document is an Uncontrolled Copy and may not be the most current version.

SAFE DIGGING FORM

SITE SPECIFIC INFORMATION: EXCAVATION

FACILITY NAME:		**PROJECT #:**	
FACILITY ADDRESS:		**PROJECT NAME:**	
CM/GC:		**SUBCONTRACTOR**	
FMO REP:		**PD&C PM:**	
OTHERS:		**OTHERS:**	
OTHERS:		**OTHERS:**	

DESCRIPTION OF WORK ACTIVITY:

PUBLIC UTILITY LOCATE AUTHORIZATION NUMBER:

Review if risk analysis needs to be done before excavating

CM/GC:

Signature **Date**

SUBCONTRACTOR:

Signature **Date**

FACILITY MANAGER

Signature **Date**

PD&C PROJECT MANAGER:

Signature **Date**

REQUIRED LOCATE REQUEST INFORMATION

Caller's Name (first & last): _____ Email: _____

Company Name: _____ Phone #: ( ) _____

Fax #: ( ) _____ Contact # (8am-5pm): ( ) _____

Does the Contact Phone # have a recording device? (circle one) YES NO UNKNOWN

Excavator Name: _____

Excavator Address: _____ Phone#: ( ) _____

Start Date/Time: _____

Type of Work: _____

Type of Equipment: _____ Depth: _____

Work being done for: _____

Tunneling? (circle one) YES NO UNKNOWN

Horizontal Boring? (circle one) YES NO UNKNOWN

Explosives? (circle one) YES NO UNKNOWN

County: _____ Town: _____

Is Entire Job Inside Town Boundaries? (circle one) YES NO

Address Number(s): _____

Dig Street: _____ Suffix: _____

Nearest Street Intersecting Dig Street: _____ Suffix: _____

Is Entire Job within 1 block of intersection? (circle one) YES NO

If not, then how far? (circle one) (in miles) 1/8 1/4 1/2 3/4 1 Direction N S E W

Location: _____

_____

Remarks: _____

* Call to set meeting? (circle one) YES NO Mark lines at meeting? (circle one) YES NO

*TWP: _____ N Range: _____ (circle one) E or W SEC: _____ QS: _____

Ticket Serial # ____ - ____ - ____ - ___ - ___ - ___ - ___

Utilities Notified: _____

Mercy West Communities

RISK ASSESSMENT PACKAGE

Overview

Risk Assessment Type

☐ **ILSM** ☐ **Infection Control** ☐ **Construction**

Project Overview

Project Name/ Deficiency:	
Brief Project Description:	
Risk Assessment Date:	
Project Leader:	
Project Leader Office Phone:	#N/A
Project Leader Mobile Phone:	#N/A
Project Leader Email:	#N/A
Facility/Site:	
Project Number:	
Building:	
Floor:	
Room:	
Department Name:	
Project Start date:	
Estimated Project Duration:	
Projected Completion Date:	
Phasing	
Number of Phases:	
Patient Relocation (yes or no)	
Where (list area patient's relocated)	
Contractor Company:	
Contractor Phone:	
Contractor Email:	
Contractor Project Manager:	
Contractor Project Manager Phone:	
Superintendent:	
Superintendent Phone:	
Life Safety Specialist:	
Life Safety Specialist Phone:	#N/A
Life Safety Specialist Email:	#N/A
Infection Prevention Rep:	
Infection Prevention Rep Phone:	#N/A
Infection Prevention Rep Email:	#N/A
Facilities Leader:	
Facilities Leader Phone:	#N/A
Facilities Leader Email:	#N/A
Public Safety Leader:	
Public Safety Leader Phone:	#N/A
Public Safety Leader Email:	#N/A
MTS Leader:	
MTS Leader Phone:	#N/A
MTS Leader Email:	#N/A
HTM Leader:	
HTM Leader Phone:	#N/A
HTM Leade Email:	#N/A
Department Rep:	
Department Rep Phone:	
Department Rep Email:	
ROUTING	
ORIGINAL TO:	**Facilities Leader**
COPIES TO:	**Public Safety Leader**
	Infection Prevention
	Project Leader
	Contractor

DOCUMENTS TO ATTACH	
ILSM Checklists	☐
Communications or Notices	☐
Education	☐
Signs Posted	☐
Fire Watches	☐
Hot Work Permits	☐
Ceiling Permits	☐
Pictures	☐

Revision Date:
06/05/23

Mercy

Mercy West Communities

Interim Life Safety Assessment

Project Name / Deficiency:	0	**Facility/Site:**	1/0/1900
Project Leader:	0	**Building:**	1/0/1900
Project Start Date:	1/0/1900	**Floor:**	0
Projected Completion Date:	1/0/1900	**Room:**	1/0/1900

Evaluation Process:
Place an **"X"** in the appropriate column for each question listed below. If the "cell" is **colored** an ILSM is required.

	Yes	No	INTERIM MEASURES – PROJECT LEADER: Post signs identifying alternative exits REF: LS.01.02.01 EP3	Provide temp/ equivalent fire alarm &detection systems REF: LS.01.02.01 EP5	Provide addtl fire fighting equipment REF: LS.01.02.01 EP6	Use temporary construction partitions REF: LS01.02.01 EP7	Enforce storage, housekeeping & debris removal practices REF: LS.01.02.01 EP9	Facilities Maintenance & Operations: Initiate fire watch. Notify Fire Dept other emergency response group REF: LS.01.02.01 EP2	Inspect/test temp systems monthly REF: LS.01.02.01 EP12	Provide temp/equivalent power system; test system before restoring normal operation REF: EC.02.05.07 EP's 9-10	Provide temp/equivalent medical gas system; test/clarify system before restoring normal operation REF: EC.02.05.09 EP2	PUBLIC SAFETY: Conduct fire watch REF: LS.01.02.01 EP2	Inspect exits in affected area(s) on daily basis REF: LS.01.02.01 EP4	Increase surveillance of bldg, grounds & equipment REF: LS.01.02.01 EP8	Conduct 1 addtl fire drill per qtr/ per shift REF: LS.01.02.01 EP11	Provide addtl training on use of fire fighting equipment REF: LS.01.02.01 EP10	Conduct education to promote awareness of bldg deficiencies/temp measures implemented REF: LS.01.02.01 EP13	Train those in area to compensate for impaired fire safety features REF: LS.01.02.01 EP14
1) Does project significantly breach, alter or compromise the integrity of any exit ? (This includes exit routes, exit accesses & exit discharge features.)																		
2 Does project significantly compromise the building's structural or compartmental fire features, such as smoke barriers, floor slabs & corridor walls ?																		
3) Does this project significantly impair the buildings fire alarm system or render it out of service for 4 hr or more in a 24hr period?																		
4) Does this project significantly impair the building's fire suppression system for 10hr or more in a 24 hr period? (Hotwork will be limited or prohibited in areas where fire suppression is impaired.)																		
5) Does project involve "hotwork", such as cutting, welding and/or soldering ?																		
6) Does project involve the presence of large quantities of combustibles and/or debris ?																		
7) Will emergency power systems be impaired ?																		
8) Will medical gas system be impaired ?																		

Please Sign AND Date:

Project Leader ***Date***

Facilities Leader ***Date***

Public Safety Leader ***Date***

Department Representative ***Date***

Life Safety Specialist ***Date***

Contractor ***Date***

NOTE: LSC Deficiency/Maintenance activities only require Facilities Maintenance & Operations signature

Logic for checking not choosing an ILSM: ***(If any questions above are answered yes, and an ILSM is not necessary, explain logic for not implementing the ILSM)***

PROJECT LEADER	
EP-3 LS.01.02.01	***Post signage identifying the location of alternative exits to everyone affected*** ☐ Installing temporary illuminated exit signs ☐ Post temporary laminated signs near illuminated source on E-power ☐ Remove or cover exit signs that are no longer applicable **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Take pictures of installed temporary signs ☐ Produce a floor plan identifying sign locations of re-routed exits (must be signed & dated)
EP-5 LS.01.02.01	***Provide temporary but equivalent fire alarm and detection systems for use when a fire system in impaired*** ☐ Install battery operated heat or smoke detectors ☐ Install a temporary horn / strobe and connect to the fire alarm system ☐ Implement a fire watch **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Produce floor plan identifying device locations (must be signed & dated) ☐ Complete fire watch form ☐ Take pictures
EP-6 LS.01.02.01	***Provide additional firefighting equipment*** ☐ Place fire extinguishers in work zone(s); ensure inspection date is compliant **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Produce floor plan identifying fire extinguisher locations (must be signed & dated) ☐ Take pictures
EP-7 LS.01.02.01	***Use temporary construction partitions that are smoke-tight, or made of non-combustible or limited-combustible material that will not contribute to the development or spread of fire*** ☐ Utilize a hepa cart ☐ If work is less than a designated 8 hour shift, or under constant supervision by contractor, & noise / visual barrier is not a concern, may use a zip wall fire-rated plastic barrier, sealed at the floor, ceiling & wall (work area cannot be left unsupervised) ☐ If project has dust, flammability, noise, visual, or will be unsupervised, a hard wall partition per specification must be used (see attached detail) **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Produce a floor plan (must be signed & dated) ☐ Take pictures
EP-9 LS.01.02.01	***Enforce storage, housekeeping, and debris removal practices that reduce the building's flammable and combustible fire load to the lowest feasible level*** ☐ No storage or debris in any corridor outside construction partition ☐ Debris removed & disposed of at end of each shift; daily ☐ Contractor to maintain a safe, clean & orderly site **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Daily verification on checklist ☐ Take pictures

FACILITIES MAINTENANCE & OPERATIONS	
EP-2 LS.01.02.01	***Initiate fire watch; notify the fire department (or other emergency response group) and initiate a fire watch when a fire alarm or sprinkler system is out of service more than 4 hours in a 24-hour period in an occupied building*** ☐ Call fire department to notify them of the deficiency ☐ Notify FM Global & initiate "red tag permit" ☐ Notify Security Leader that fire watch is needed **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Copy of fax, "red tape permit", or email ☐ Record dates of notification on "project overview" for FM Global and Fire Department
EP-12 LS.01.02.01	***Inspect and test temporary systems monthly; the completion date of the test is documented*** ☐ Initiate and complete monthly work order for temporary fire fighting equipment ☐ Inspect storage, housekeeping & debris removal practices ☐ Inspect temporary construction partitions ☐ Inspect temporary heat or smoke detectors ☐ Inspect temporary horns & strobes ☐ Inspect temporary E-Power back up systems, equipment, & inspect temporary medical gases **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Copy of completed inspection work order ☐ Daily inspection checklist
EP's 9-10 EC.02.05.07	***Implement measures to protect patients, visitors, & staff until necessary repairs or corrections are completed; if a required emergency power system test fails, the organization performs a retest after making the necessary repairs or corrections*** ☐ Provide extension cords as needed ☐ Connect temporary generator ☐ Provide battery powered medical equipment as needed ☐ Re-test emergency power system after making all repairs & prior to disconnect of temporary system ☐ Conduct weekly inspection and monthly test of temporary system **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Repair work order ☐ Vendor report describing repairs ☐ Generator log
EP-2 EC.02.05.09	***Test piped medical gas and vacuum systems for purity, correct gas, & proper pressure when these systems are installed, modified or repaired*** ☐ Provide temporary med gas tanks ☐ Provide temporary med gas pumps **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Provide vendor report, work order, and/or detailed invoice ☐ Provide certification test report to include date, purity, correct gas levels & proper pressure

PUBLIC SAFETY	
EP-2 LS.01.02.01	***Conduct a fire watch when a fire alarm or sprinkler system is out of service more than 4 hours in a 24-hour period in an occupied building*** ☐ Conduct fire watch ☐ Forward fire watch form to FMO Leader daily **DOCUMENTATION OPTIONS:**
EP-4 LS.01.02.01	***Inspect exits in affected areas on a daily basis*** ☐ Conduct inspection utilizing daily inspection checklist **DOCUMENTATION OPTIONS:** ☐ Inspection checklist ☐ Take pictures
EP-8 LS.01.02.01	***Increase surveillance of buildings, grounds, & equipment, giving special attention to construction areas & storage, excavation, & field offices*** ☐ Conduct inspection utilizing daily inspection checklist **DOCUMENTATION OPTIONS:** ☐ Provide ILSM inspection checklist ☐ Take pictures
EP-10 LS.01.02.01	***Provide additional training to those who work in the organization on the use of firefighting equipment*** ☐ Provide in-service education to staff and / or contractor on use of temporary fire extinguishers including PASS & RACE **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Signed attendance roster for training
EP-11 LS.01.02.01	***Conduct one (1) additional fire drill per shift / per quarter*** ☐ Conduct fire drill in project area ☐ Document drill on fire drill critique form and route to FMO Leader **DOCUMENTATION OPTIONS:** ☐ Fire drill critique form
EP-13 LS.01.02.01	***Conduct education to promote awareness of building deficiencies, construction hazards, & temporary measures implemented to maintain fire safety*** ☐ Discuss building deficiencies with affected department leadership ☐ Develop compliance / training plan with department leadership ☐ Department leadership communicates training plan to staff ☐ Department leadership forward plan and attendance roster to FMO Leader **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Attendance roster ☐ Email plan to affected department(s) and staff ☐ Indicate impairment of revision on floor plan ☐ Power point slide
EP-14 LS.01.02.01	***Train those who work in the organization to compensate for impaired structural or compartmental fire safety features*** ☐ Discuss building deficiencies with affected department leadership ☐ Develop compliance / training plan with department leadership ☐ Department leadership communicates training plan to staff ☐ Department leadership forward plan and attendance roster to FMO Leader **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Attendance roster ☐ Email plan to affected department(s) and staff ☐ Indicate impairment of revision on floor plan ☐ Power point slide

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INSPECTION CHECKLIST

Project Name / LSC Deficiency: **(ION)**

0 **Project Number:** 0

ITEM		INSPECTIONS													
		Date:			Date:			Date:			Date:			Date:	
		Time:			Time:			Time:			Time:			Time:	
		N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No
1)	All exits are unobstructed and usable, including the construction area.															
2)	Alternate routes are identified if required.															
3)	Department personnel are aware of ILSM's when implemented.															
4)	Construction workers are aware of emergency procedures and contractor guidelines.															
5)	There is free and unobstructed means to access emergency services.															
6)	The fire alarm detection and suppression systems are not impaired. Call Plant Operations to verify fire systems are not impaired.															
7)	A temporary, but equivalent system is proved when fire system is impaired and is documented that it is inspected and tested monthly.															
8)	Before the fire alarm systems are taken out of service, notification is made to appropriate authority having jurisdiction (i.e., local fire department, insurance carrier, etc.)															
9)	Construction area is clean and orderly.															
10)	Temporary construction partitions are smoke tight and built of non-combustible or limited combustible material.															
11)	Construction area is properly restricted from the rest of the facility with appropriate signage.															
12)	Access to construction area is limited to authorized personnel.															
14)	Storage, housekeeping and debris removal practices are enforced to reduce the flammability and combustibility fire load of the building to the minimum necessary to conduct daily operation.															
15)	Additional fire fighting equipment is provided to construction personnel.															
16)	Fire watch program is established for all hot work in progress.															

COMMENTS/OBSERVATIONS:	ACTIONS/TAKEN:

Signature (Facility Rep.) Date

Signature (Contractor) Date

NOTE: MUST RETURN TO FACILITIES MAINTENANCE LEADER WHEN CHECKLIST IS COMPLETED

0

INFECTION PREVENTION Risk Assessment

Name of Project:	0	**(ION) Project #:**	0
Location of Construction:	0	**Project Start Date:**	1/0/1900
Phasing? 0	**How many?** 0	**Estimated Duration:**	1/0/00
Patient Relocation? 0	**Where?** 0	**Project End Date:**	1/0/00
Name of Project Leader:	0	**Name of Contractor:**	1/0/1900
Phone # of Project Leader:	#N/A	**Phone # of Contractor:**	0
Please SIGN & Date		**Name of Contractor Project Manager:**	1/0/1900
1) Project Ldr: _____		**Phone # of Contractor Project Manager:**	0
2) FMO Leader: _____		**Name of Infection Prevention Rep:**	0
3) Dept Rep: _____		**Phone # of Infection Prevention Rep:**	#N/A
4) Contractor: _____			
5) IP Rep: _____			

A - CONSTRUCTION ACTIVITY TYPES

Type A	Inspection and Non-Invasive Activities, includes, but is not limited to, removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet, painting (but not sanding), 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 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. Includes, but is not limited to, sanding of walls for painting or wall covering, removal of floor coverings, ceiling ties, 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 work shift.
Type D	Major demolition and construction projects. Includes, but is not limited to, activities which require consecutive work shifts, requires heavy demolition or removal of a complete cabling system, and new construction.

B - INFECTION PREVENTION RISK GROUPS

Low Risk Non patient care areas such as:	**Medium Risk** Patient care support areas such as:	**High Risk** Patient care areas such as:	**Highest Risk** Procedural, invasive, sterile support and highly compromised patient care areas such as:
• Public hallways and gathering areas not on clinical units • Office areas not on clinical units • Breakrooms not on clinical units • Bathrooms or locker rooms not on clinical units • Mechanical rooms not on clinical units	•All patient care units- unless designated in higher group level- examples include: Behavioral Health, Medical Unit •Outpatient services (non-invasive)- examples include: Physical Rehab, Cardiac Rehab, Infusion, Medical Imaging, Therapies • Registration Area •Corridor or spaces adjacent to any of the above areas	• Patient care rooms and areas • All acute care units • Emergency Department • Employee Health • Pharmacy - general work zone • Medication rooms and clean utility rooms • Imaging suites: Diagnostic imaging • Laboratory	• All transplant and intensive care units • All oncology units • OR theaters and restricted areas • Procedural suites • Pharmacy compounding • Sterile Processing department - clean side • Transfusion services • Dedicated isolation wards/units • Imaging suites: invasive imaging

Yes	No	Construction Activity
☐	☐	**Type A:** Inspection, non-invasive activity
☐	☐	**Type B:** Small scale, short duration, minimal dust generating activity.
☐	☐	**Type C:** Activity that generates moderate to high levels of dust, requires greater than one work shift for completion.
☐	☐	**Type D**: Major duration and construction activities requiring consecutive work shifts.

Yes	No	Infection Prevention Risk Group
☐	☐	**Group 1:** Low Risk
☐	☐	**Group 2:** Medium Risk
☐	☐	**Group 3:** High Risk
☐	☐	**Group 4:** Highest Risk

CONSTRUCTION ACTIVITY / INFECTION PREVENTION MATRIX TO DETERMINE CLASS

Instruction: Match the Infection Prevention Risk Group with Construction Activity Type to determine the Project Class.

** Note that an Infection Preventionist must be consulted when the tool indicates that Class III or Class IV protocols are necessary.

	Construction Activity			
Risk Level	**Type "A"**	**Type "B"**	**Type "C"**	**Type "D"**
Group 1	I	II	II	III
Group 2	I	II	III	IV
Group 3	I	III	IV	V
Group 4	III	IV	V	V

CLASS	Put "X" where applicable
I	
II	
III	
IV	
V	

0

INFECTION PREVENTION RECOMMENDATIONS

All Projects- Class I-V

- ☐ **Signage/Permit:** include hazards, alternate routes for traffic/transport, and contact information for issues
- ☐ **Traffic & Transportation:** Design traffic routes with signage to minimize exposure to patients/ visitors away from work area
- ☐ **Equipment/Supplies:** Ensure clean supplies and equipment are separated from contaminated areas/materials: Remove supplies from work area or if unable to remove, cover securely to protect from contamination-off floor and protected
- ☐ **Water:** Schedule interruptions during low activity, all water lines in project area will be flushed for a minimum of 5 minutes immediately prior to reopening area and chlorine levels verified, ensure plan for sufficient water supply during shut off, i.e. potable water, bottled water, hand sanitizers, etc.
- ☐ **Ceiling:** access panels/ceiling tiles without barriers must closed when unattended
- ☐ **Ceiling Tiles:** damaged or stained should be replaced
- ☐ **Dust Control**: Conduct work by methods to minimize raising dust from construction
- ☐ Use hepa-vac tools when available to reduce debris in the air
- ☐ **HVAC:** ventilation system cleaned & balanced after completion of construction, if applicable
- ☐ **Daily inspection**: Mercy project leader/designee and Contractor performs daily inspection of work area including integrity/seal of barriers when in use
- ☐ **Cleaning:** work area thoroughly cleaned before patient admittance; remove HVAC seals if in place-change filters and wet mop with disinfectant
- ☐ **Temperature and humidity** (if requirements specified for the area): check prior to patient admittance
- ☐ **Mold:** stop work and contact the project leader for evaluation
- ☐ Consider relocating immunocompromised patients away from construction area, if feasible
- ☐ Seal Pneumatic tube system, elevator shaft, etc. within work areas
- ☐ Verify contractor education re: infection control requirements/patient confidentiality (HIPAA)

Class I

- ☐ **Ceiling tiles**: immediately replace tiles displaced for visual inspection
- ☐ **Barriers:** Temporary barriers are not required for Class 1 except in areas considered to High or Critical Risk Patient Areas (see patient risk groups)

Class II - in addition to Class I

- ☐ **Water**: mist work surfaces when cutting
- ☐ **Debris**: cover, seal & tape shut during transport- use designated route/ dedicated elevator if applicable
- ☐ **Holes in walls**: unattended or outside containment area should be covered

Class III - in addition to Class I & II

- ☐ **Barriers for dust minimization**: partitions must be installed prior to starting (including construction in ceilings)
- ☐ Airtight plastic barrier from floor to ceiling or drywall barrier covered or sealed
- ☐ Dust partitions must be sealed from floor to ceiling
- ☐ Seal all penetrations, i.e. piping, conduits, etc.
- ☐ Extend partitions to underside of deck below for plenum/non-ducted HVAC
- ☐ Ensure air filtering systems adjacent to work area are functioning
- ☐ Work area should be neutral or negatively pressured
- ☐ **Cleaning:** Increase frequently of cleaning adjacent areas
- ☐ Environmental Services should clean work area before and after barriers are removed
- ☐ **Barrier removal**: Carefully remove any dust barriers-if sheetrock or plywood barriers were used, put up temporary plastic barriers before taking down sheetrock or plywood
- ☐ Use HEPA filtered vacuum/ wipe down surfaces
- ☐ Remove all barrier materials and debris in tightly covered carts
- ☐ **Decrease dust**: use HEPA vac and/or wet-mop, and place walk-off mat (wet or tacky) at entrance and
- ☐ exit of work area-required inside work area (optional outside as needed-avoid trip hazard). Replace tacky
- ☐ mat when no longer adhesive and wet mat (may use disinfectant) at a minimum of daily.
- ☐ **HVAC:** remove or isolate system in work area to prevent contamination of ventilation system
- ☐ Monitor need to change or clean filters frequently during construction
- ☐ Block/cover and seal return vents/dampers to decrease circulation of contaminated air
- ☐ Adjust supply to specific construction needs avoiding exceess air circulation creating dust
- ☐ Area contained to 1 room with walls from floor to ceiling; close door & duct tape frames & door

Class IV - in addition to all "classes" above

- ☐ Relocate patients to area remote from construction areas
- ☐ Construct ante-room, if feasible
- ☐ **HVAC**: return and exhaust vents should be blocked/sealed outside of construction area
- ☐ Fresh air intakes must be 25 feet from exhaust outlets of all ventilation systems
- ☐ **Increase air filter change frequency**
- ☐ Ventilation system cleaned & balanced after completion of construction
- ☐ **Dust control personnel:** require all personnel with visible dust/debris to be vacuumed using HEPA vacuum each timethe leave the work site; jumpsuits, if used must be removed prior to exiting work area
- ☐ **Negative Pressure:** maintain within work site utilizing HEPA equipped air filtration units; minimum air pressure
- ☐ differential of negative 0.03 inches of water with airflow from hospital clean area to construction dirty area

Class V - in addition to all "classes" above

- ☐ Wear disposable coverall (jumpsuits) when leaving the work area
- ☐ Shoe covers are required while in work area and must be removed prior to exiting work area
- ☐ Hard lid transport container are to be wiped with damp cloth prior to leaving work area
- ☐ Consider conducting air monitoring; establish baseline prior to start of construction in consultation
- ☐ with Infection Prevention

Additional Precautions/ Comments

Mercy

Construction/Renovation/Remediation Project Checklist for ICRA Precautions

Project Location: **ICRA Risk Group:**

	DATE/TIME OF INSPECTION					
Inspection includes elements of the selected risk group in addition to elements of the lower risk groups						**Corrective Action-list time, documentation, or action/follow-up as needed**
Group 1-Low Risk						
Ceiling tiles are replaced when space not being accessed	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Work area cleaned upon completion of task	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Group 2-Medium Risk						
Directional signage in place where needed	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Patient care equipment & supplies removed from construction area	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction area doors are closed, and gaskets and hardware are intact	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Unused doors are sealed with tape	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Air intake vents are blocked off/sealed	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Exhaust ducts sealed/capped as determined by ICRA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Workers and materials transported on dedicated elevators (e.g. non-patient use elevators)-if not visualized, workers can verbalize required workflow	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Workers demonstrate compliance with agreed upon traffic patterns	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction carts transporting debris are tightly covered to minimize airborne dust particles	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
All windows and doors remain closed to prevent circulation of dust/debris	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Walk-off mats are clean & adequate to contain construction dust, or construction exit cleaned sufficiently to maintain clean entry/exits	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
No signs of water leakage, standing water, or pests	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Group 3 HIGH RISK						

ICRA permit posted	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction barriers appropriate for patient population (circle requirement below): • sealed plastic, • gypsum board/drywall barrier w/door, • portable control cube method	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction barriers maintain negative pressure--visual indicator appropriate for project-tissue test, magnehelic, ball in the wall, etc.	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Group 4 Critical Risk						
All workers pass thru constructed anteroom using a HEPA vacuum before leaving worksite or they wear coveralls that are removed each time they leave the work site.	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Additional Requirements						
Other requirements identified by ICRA-list:	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	

Pre-Construction Risk Assessment Form

Classification:	☐ **Construction**	☐ **Rehabilitation***	☐ **Demolition** ☐ **Maintenance**
Project Name/LSC Deficiency:	**Location:**	**Evaluation Date:**	**Start Date:**
Project Leader:		**Contractor:**	
Brief Description of the Project:			
Unit Below:	**Unit Above:**	**Adjacent Units:**	

Potential Hazards:

- ☐ Air Quality/Ventilation – Product/task, dust, fumes, mists, vapors, mold-related, general ventilation, etc.
- ☐ Bloodborne Pathogens – Needles, red-bagged waste, etc.
- ☐ Emergency Preparedness – Codes, lists, security issues, etc.
- ☐ Fire/Life Safety – egress, extinguishing equipment, sprinkler systems, alarms, hot work, etc.
- ☐ ILSM – Separate Evaluation form to be maintained.
- ☐ Carbon Monoxide Monitoring- Separate implementation recording and monitoring checklist to be maintained
- ☐ Hazardous Materials – Lead, mercury, fluorescent tubes, medical gases, oxygen, chemicals, radiation, asbestos (ACM), etc.
- ☐ Infection Control – Per Infection Control Construction checklist.
- ☐ Noise/Vibration – tool use, location, demolition, distance, duration, impact, loudness.
- ☐ Utilities/Control of Energy Sources – electrical, water, mechanical, natural gas, medical gases, etc.
- ☐ Additional – General safety, caught-in, fall from elevation, struck-by, confined spaces, etc.

CATEGORY	EVALUATION
*** Rehabilation Work Category (refer to chart if needed to determine)**	☐ Repair ☐ Renovation ☐ Modification ☐ Reconstruction ☐ Change of Use or Occupancy Classification ☐ Addition
Air Quality / Ventilation	
Bloodborne Pathogens	
Emergency Preparedness	
Fire/Life Safety	
ILSM	
CO Monitoring	
Hazardous Materials	
Infection Control Category of Risk: (Circle One) ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	
Noise/Vibration	
Utilities/Control of Energy Sources	
Additional Issues	

Contractor has received information packet of policies & procedures? **YES** **NO**

Please SIGN & Date

Project Leader: _____

Facilities Leader: _____

Department Representative: _____

Infection Control Representative: _____

Security Leader: _____

Contractor: _____

Mercy West Communities

Environmental Construction Assessment

Project Name / Deficiency:	0	**Facility/Site:**	0
Project Leader:	0	**Building:**	0
Project Start Date:	1/0/1900	**Floor:**	0
Projected Completion Date:	1/0/1900	**Room:**	0

Evaluation Process:

Place an **"X"** in the appropriate column for each question listed below. If the answer is "yes", additional action items are needed and will populate to the right.	Yes	No	Required Action Items
1) Does the project include addition, removal, or replacement of air pollution-regulated equipment such as emergency generators, paint booths, ethylene oxide or hydrogen peroxide sterilizers, steam boilers, or cooling towers?			
2) Does the project include any removal of freon or freon-containing equipment?			
3) Does the project include demolition of a building or structure constructed or remodeled in a timeframe between 1950 and 1979 which may contain polychlorinated biphenyl (PCB) materials?			
4) Does the project involve the removal of any materials that have the potential to contain asbestos? Examples include but are not limited to flooring, mastic, fireproofing, and various forms of insulation constructed in the general timeframe of 1940-1970s			
5) Does the project disturb more than 1 acre of land?			
6) Does the project disturb less than 1 acre of land?			
7) Does the project involve the addition or removal of oil-containing equipment over the capacity of 55 gallons? Examples include hydraulic elevator reservoirs, grease bins, generator belly tanks, aboveground tanks, oil-filled transformers, etc.			
8) Does the project involve the removal of any oil from electrical equipment?			
9) Does the project include the addition or removal of aboveground or underground fuel storage tanks?			
10) Does the project include installation of any new water lines or sources?			
11) Does the project include removal of any water lines or sources?			

0

Contact List

Title	Name	Company	Email Address	Office Phone #	Mobile Phone #	Emergency Phone #
Project Leader:	0		#N/A	#N/A	#N/A	
Contractor Company:	1/0/1900	1/0/1900		0		
Life Safety Specialist:	1/0/1900		#N/A	#N/A		
Infection Prevention Rep:	0		#N/A	#N/A		
Facilities Leader:	0		#N/A	#N/A		
Public Safety Leader:	0		#N/A	#N/A		
Contractor Project Manager:	1/0/1900					
Contractor Project Manager Phone:					0	
Superintendent:	0.00					
Superintendent Phone:					0	

0

PRE-CONSTRUCTION MEETING

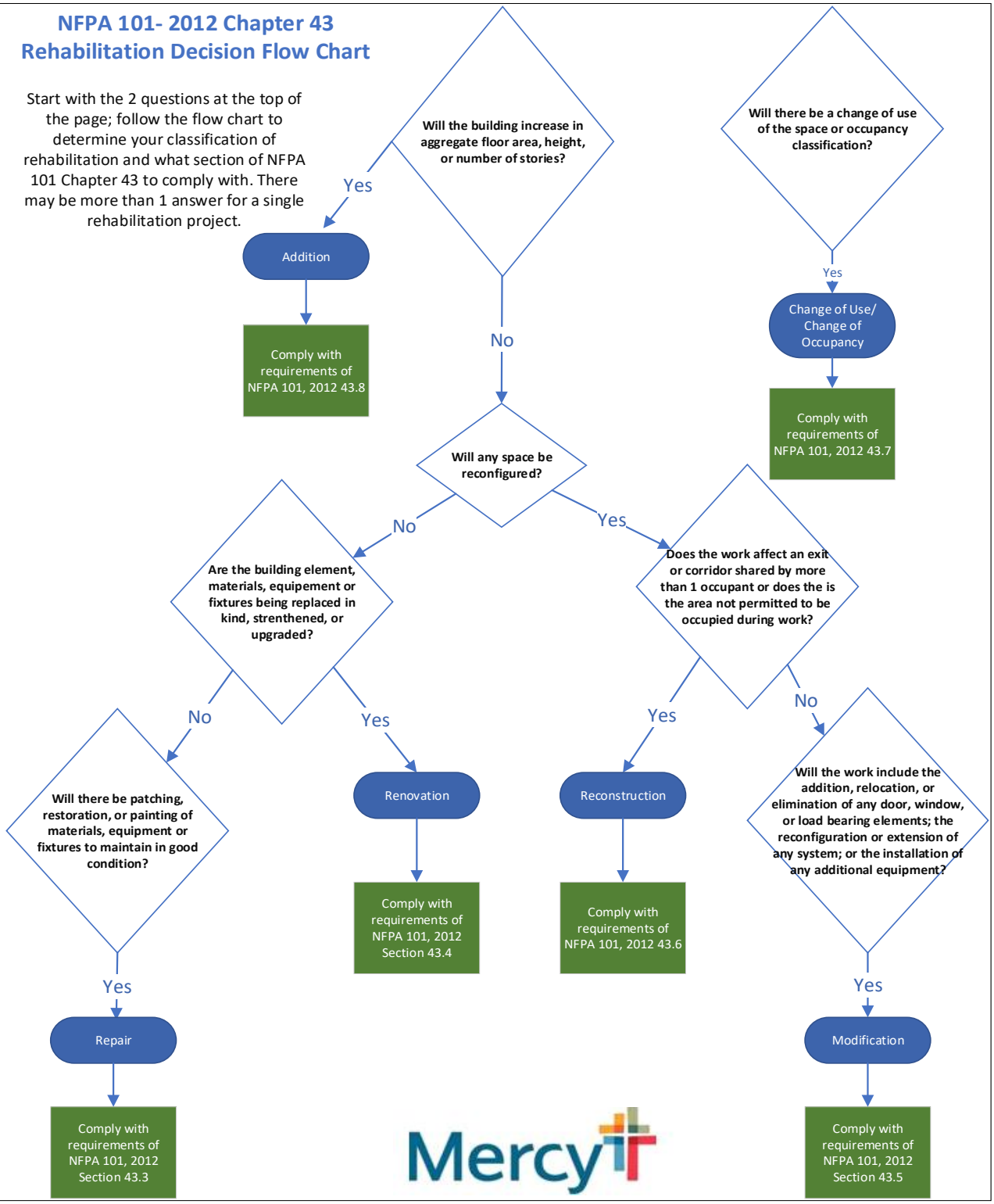
AGENDA

1. Scope review
2. Schedule / phasing
3. Contractor laydown area
4. Contacts list - sign in
5. ILSM
6. Construction signage
7. Housekeeping
8. Contractor badges
9. Contractor parking
10. Utility tie-ins
11. Equipment certification
12. Contractor work shifts
13. Adjacent tenants ?
14. Shutdowns ?
15. Dumpster locations
16. Closeout documents
17. Equipment training
18. As-builts - electronic autocad is required for mechanical, electrical, fire protection & plumbing

NOTES:

NFPA 101- 2012 Chapter 43
Rehabilitation Decision Flow Chart

Start with the 2 questions at the top of the page; follow the flow chart to determine your classification of rehabilitation and what section of NFPA 101 Chapter 43 to comply with. There may be more than 1 answer for a single rehabilitation project.



Mercy

Mercy Central- AR Communities

RISK ASSESSMENT PACKAGE

Overview

Risk Assessment Type

☐ ILSM ☐ Infection Control ☐ Construction

Project Overview

Project Name/ Deficiency:	
Brief Project Description:	
Risk Assessment Date:	
Project Leader:	
Project Leader Office Phone:	#N/A
Project Leader Mobile Phone:	#N/A
Project Leader Email:	#N/A
Facility/Site:	
Project Number:	
Building:	
Floor:	
Room:	
Department Name:	
Project Start date:	
Estimated Project Duration:	
Projected Completion Date:	
Phasing	
Number of Phases:	
Patient Relocation (yes or no)	
Where (list area patient's relocated)	
Contractor Company:	
Contractor Phone:	
Contractor Email:	
Contractor Project Manager:	
Contractor Project Manager Phone:	
Superintendent:	
Superintendent Phone:	
Life Safety Specialist:	
Life Safety Specialist Phone:	#N/A
Life Safety Specialist Email:	#N/A
Infection Prevention Rep:	
Infection Prevention Rep Phone:	#N/A
Infection Prevention Rep Email:	#N/A
Facilities Leader:	
Facilities Leader Phone:	#N/A
Facilities Leader Email:	#N/A
Public Safety Leader:	
Public Safety Leader Phone:	#N/A
Public Safety Leader Email:	#N/A
MTS Leader:	
MTS Leader Phone:	#N/A
MTS Leader Email:	#N/A
HTM Leader:	
HTM Leader Phone:	#N/A
HTM Leader Email:	#N/A
Department Rep:	
Department Rep Phone:	
Department Rep Email:	
ROUTING	
ORIGINAL TO:	Facilities Leader
COPIES TO:	Public Safety Leader
	Infection Prevention
	Project Leader
	Contractor

DOCUMENTS TO ATTACH	
ILSM Checklists	☐
Communications or Notices	☐
Education	☐
Signs Posted	☐
Fire Watches	☐
Hot Work Permits	☐
Ceiling Permits	☐
Pictures	☐

Revision Date: 06/05/23

Mercy

Mercy Central- AR Communities

Interim Life Safety Assessment

Project Name / Deficiency:	0	Facility/Site:	1/0/1900
Project Leader:	0	Building:	1/0/1900
Project Start Date:	1/0/1900	Floor:	0
Projected Completion Date:	1/0/1900	Room:	1/0/1900

Evaluation Process:
Place an **"X"** in the appropriate column for each question listed below. If the "cell" is **colored** an ILSM is required.

			INTERIM MEASURES – PROJECT LEADER					Facilities Maintenance & Operations				PUBLIC SAFETY						
	Yes	No	Post signs identifying alternative exits REF: LS.01.02.01 EP3	Provide temp/ equivalent fire alarm &detection systems REF: LS.01.02.01 EP5	Provide addtl fire fighting equipment REF: LS.01.02.01 EP6	Use temporary construction partitions REF: LS01.02.01 EP7	Enforce storage, housekeeping & debris removal practices REF: LS.01.02.01 EP9	Initiate fire watch. Notify Fire Dept other emergency response group REF: LS.01.02.01 EP2	Inspect/test temp systems monthly REF: LS.01.02.01 EP12	Provide temp/equivalent power system; test system before restoring normal operation REF: EC.02.05.07 EP's 9-10	Provide temp/equivalent medical gas system; test/clarify system before restoring normal operation REF: EC.02.05.09 EP2	Conduct fire watch REF: LS.01.02.01 EP2	Inspect exits in affected area(s) on daily basis REF: LS.01.02.01 EP4	Increase surveillance of bldg. grounds & equipment REF: LS.01.02.01 EP8	Conduct 1 addtl fire drill per qtr/ per shift REF: LS.01.02.01 EP11	Provide addtl training on use of fire fighting equipment REF: LS.01.02.01 EP10	Conduct education to promote awareness of bldg deficiencies/temp measures implemented REF: LS.01.02.01 EP13	Train those in area to compensate for impaired fire safety features REF: LS.01.02.01 EP14
1) Does project significantly breach, alter or compromise the integrity of any exit ? (This includes exit routes, exit accesses & exit discharge features.)																		
2 Does project significantly compromise the building's structural or compartmental fire features, such as smoke barriers, floor slabs & corridor walls ?																		
3) Does this project significantly impair the buildings fire alarm system or render it out of service for 4 hr or more in a 24hr period?																		
4) Does this project significantly impair the building's fire suppression system for 10hr or more in a 24 hr period? (Hotwork will be limited or prohibited in areas where fire suppression is impaired.)																		
5) Does project involve "hotwork", such as cutting, welding and/or soldering ?																		
6) Does project involve the presence of large quantities of combustibles and/or debris ?																		
7) Will emergency power systems be impaired ?																		
8) Will medical gas system be impaired ?																		

Please Sign AND Date:

Project Leader ***Date***

Facilities Leader ***Date***

Public Safety Leader ***Date***

Department Representative ***Date***

Life Safety Specialist ***Date***

Contractor ***Date***

NOTE: LSC Deficiency/Maintenance activities only require Facilities Maintenance & Operations signature

Logic for checking not choosing an ILSM: ***(If any questions above are answered yes, and an ILSM is not necessary, explain logic for not implementing the ILSM)***

PROJECT LEADER	
EP-3 LS.01.02.01	***Post signage identifying the location of alternative exits to everyone affected*** ☐ Installing temporary illuminated exit signs ☐ Post temporary laminated signs near illuminated source on E-power ☐ Remove or cover exit signs that are no longer applicable **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Take pictures of installed temporary signs ☐ Produce a floor plan identifying sign locations of re-routed exits (must be signed & dated)
EP-5 LS.01.02.01	***Provide temporary but equivalent fire alarm and detection systems for use when a fire system in impaired*** ☐ Install battery operated heat or smoke detectors ☐ Install a temporary horn / strobe and connect to the fire alarm system ☐ Implement a fire watch **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Produce floor plan identifying device locations (must be signed & dated) ☐ Complete fire watch form ☐ Take pictures
EP-6 LS.01.02.01	***Provide additional firefighting equipment*** ☐ Place fire extinguishers in work zone(s); ensure inspection date is compliant **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Produce floor plan identifying fire extinguisher locations (must be signed & dated) ☐ Take pictures
EP-7 LS.01.02.01	***Use temporary construction partitions that are smoke-tight, or made of non-combustible or limited-combustible material that will not contribute to the development or spread of fire*** ☐ Utilize a hepa cart ☐ If work is less than a designated 8 hour shift, or under constant supervision by contractor, & noise / visual barrier is not a concern, may use a zip wall fire-rated plastic barrier, sealed at the floor, ceiling & wall (work area cannot be left unsupervised) ☐ If project has dust, flammability, noise, visual, or will be unsupervised, a hard wall partition per specification must be used (see attached detail) **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Produce a floor plan (must be signed & dated) ☐ Take pictures
EP-9 LS.01.02.01	***Enforce storage, housekeeping, and debris removal practices that reduce the building's flammable and combustible fire load to the lowest feasible level.*** ☐ No storage or debris in any corridor outside construction partition ☐ Debris removed & disposed of at end of each shift; daily ☐ Contractor to maintain a safe, clean & orderly site **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Daily verification on checklist ☐ Take pictures

FACILITIES MAINTENANCE & OPERATIONS	
EP-2 LS.01.02.01	***Initiate fire watch; notify the fire department (or other emergency response group) and initiate a fire watch when a fire alarm or sprinkler system is out of service more than 4 hours in a 24-hour period in an occupied building*** ☐ Call fire department to notify them of the deficiency ☐ Notify FM Global & initiate "red tag permit" ☐ Notify Security Leader that fire watch is needed **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Copy of fax, "red tape permit", or email ☐ Record dates of notification on "project overview" for FM Global and Fire Department
EP-12 LS.01.02.01	***Inspect and test temporary systems monthly; the completion date of the test is documented*** ☐ Initiate and complete monthly work order for temporary fire fighting equipment ☐ Inspect storage, housekeeping & debris removal practices ☐ Inspect temporary construction partitions ☐ Inspect temporary heat or smoke detectors ☐ Inspect temporary horns & strobes ☐ Inspect temporary E-Power back up systems, equipment, & inspect temporary medical gases **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Copy of completed inspection work order ☐ Daily inspection checklist
EP's 9-10 EC.02.05.07	***Implement measures to protect patients, visitors, & staff until necessary repairs or corrections are completed; if a required emergency power system test fails, the organization performs a retest after making the necessary repairs or corrections*** ☐ Provide extension cords as needed ☐ Connect temporary generator ☐ Provide battery powered medical equipment as needed ☐ Re-test emergency power system after making all repairs & prior to disconnect of temporary system ☐ Conduct weekly inspection and monthly test of temporary system **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Repair work order ☐ Vendor report describing repairs ☐ Generator log
EP-2 EC.02.05.09	***Test piped medical gas and vacuum systems for purity, correct gas, & proper pressure when these systems are installed, modified or repaired*** ☐ Provide temporary med gas tanks ☐ Provide temporary med gas pumps **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Provide vendor report, work order, and/or detailed invoice ☐ Provide certification test report to include date, purity, correct gas levels & proper pressure

PUBLIC SAFETY	
EP-2 LS.01.02.01	***Conduct a fire watch when a fire alarm or sprinkler system is out of service more than 4 hours in a 24-hour period in an occupied building*** ☐ Conduct fire watch ☐ Forward fire watch form to FMO Leader daily **DOCUMENTATION OPTIONS:**
EP-4 LS.01.02.01	***Inspect exits in affected areas on a daily basis*** ☐ Conduct inspection utilizing daily inspection checklist **DOCUMENTATION OPTIONS:** ☐ Inspection checklist ☐ Take pictures
EP-8 LS.01.02.01	***Increase surveillance of buildings, grounds, & equipment, giving special attention to construction areas & storage, excavation, & field offices*** ☐ Conduct inspection utilizing daily inspection checklist **DOCUMENTATION OPTIONS:** ☐ Provide ILSM inspection checklist ☐ Take pictures
EP-10 LS.01.02.01	***Provide additional training to those who work in the organization on the use of firefighting equipment*** ☐ Provide in-service education to staff and / or contractor on use of temporary fire extinguishers including PASS & RACE **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Signed attendance roster for training
EP-11 LS.01.02.01	***Conduct one (1) additional fire drill per shift / per quarter*** ☐ Conduct fire drill in project area ☐ Document drill on fire drill critique form and route to FMO Leader **DOCUMENTATION OPTIONS:** ☐ Fire drill critique form
EP-13 LS.01.02.01	***Conduct education to promote awareness of building deficiencies, construction hazards, & temporary measures implemented to maintain fire safety*** ☐ Discuss building deficiencies with affected department leadership ☐ Develop compliance / training plan with department leadership ☐ Department leadership communicates training plan to staff ☐ Department leadership forward plan and attendance roster to FMO Leader **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Attendance roster ☐ Email plan to affected department(s) and staff ☐ Indicate impairment of revision on floor plan ☐ Power point slide
EP-14 LS.01.02.01	***Train those who work in the organization to compensate for impaired structural or compartmental fire safety features*** ☐ Discuss building deficiencies with affected department leadership ☐ Develop compliance / training plan with department leadership ☐ Department leadership communicates training plan to staff ☐ Department leadership forward plan and attendance roster to FMO Leader **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Attendance roster ☐ Email plan to affected department(s) and staff ☐ Indicate impairment of revision on floor plan ☐ Power point slide

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INSPECTION CHECKLIST

Project Name / LSC Deficiency: **(ION)**

0 **Project Number:** 0

	ITEM	INSPECTIONS														
		Date:			Date:			Date:			Date:			Date:		
		Time:			Time:			Time:			Time:			Time:		
		N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No
1)	All exits are unobstructed and usable, including the construction area.															
2)	Alternate routes are identified if required.															
3)	Department personnel are aware of ILSM's when implemented.															
4)	Construction workers are aware of emergency procedures and contractor guidelines.															
5)	There is free and unobstructed means to access emergency services.															
6)	The fire alarm detection and suppression systems are not impaired. Call Plant Operations to verify fire systems are not impaired.															
7)	A temporary, but equivalent system is proved when fire system is impaired and is documented that it is inspected and tested monthly.															
8)	Before the fire alarm systems are taken out of service, notification is made to appropriate authority having jurisdiction (i.e., local fire department, insurance carrier, etc.)															
9)	Construction area is clean and orderly.															
10)	Temporary construction partitions are smoke tight and built of non-combustible or limited combustible material.															
11)	Construction area is properly restricted from the rest of the facility with appropriate signage.															
12)	Access to construction area is limited to authorized personnel.															
14)	Storage, housekeeping and debris removal practices are enforced to reduce the flammability and combustibility fire load of the building to the minimum necessary to conduct daily operation.															
15)	Additional fire fighting equipment is provided to construction personnel.															
16)	Fire watch program is established for all hot work in progress.															

COMMENTS/OBSERVATIONS:	ACTIONS/TAKEN:

Signature (Facility Rep.) Date

Signature (Contractor) Date

NOTE: MUST RETURN TO FACILITIES MAINTENANCE LEADER WHEN CHECKLIST IS COMPLETED

0

INFECTION PREVENTION Risk Assessment

Name of Project:	0	**(ION) Project #:**	0
Location of Construction:	0	**Project Start Date:**	1/0/1900
Phasing? 0	**How many?** 0	**Estimated Duration:**	1/0/00
Patient Relocation? 0	**Where?** 0	**Project End Date:**	1/0/00
Name of Project Leader:	0	**Name of Contractor:**	1/0/1900
Phone # of Project Leader:	#N/A	**Phone # of Contractor:**	0
Please SIGN & Date		**Name of Contractor Project Manager:**	1/0/1900
1) Project Ldr: _____		**Phone # of Contractor Project Manager:**	0
2) FMO Leader: _____		**Name of Infection Prevention Rep:**	0
3) Dept Rep: _____		**Phone # of Infection Prevention Rep:**	#N/A
4) Contractor: _____			
5) IP Rep: _____			

A - CONSTRUCTION ACTIVITY TYPES

Type A	Inspection and Non-Invasive Activities, includes, but is not limited to, removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet, painting (but not sanding), 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 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. Includes, but is not limited to, sanding of walls for painting or wall covering, removal of floor coverings, ceiling ties, 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 work shift.
Type D	Major demolition and construction projects. Includes, but is not limited to, activities which require consecutive work shifts, requires heavy demolition or removal of a complete cabling system, and new construction.

B - INFECTION PREVENTION RISK GROUPS

Low Risk Non patient care areas such as:	**Medium Risk** Patient care support areas such as:	**High Risk** Patient care areas such as:	**Highest Risk** Procedural, invasive, sterile support and highly compromised patient care areas such as:
• Public hallways and gathering areas not on clinical units • Office areas not on clinical units • Breakrooms not on clinical units • Bathrooms or locker rooms not on clinical units • Mechanical rooms not on clinical units	•All patient care units unless designated in higher group level- examples include: Behavioral Health, Medical Unit •Outpatient services (non-invasive)- examples include: Physical Rehab, Cardiac Rehab, Infusion, Medical Imaging, Therapies • Registration Area •Corridor or spaces adjacent to any of the above areas	• Emergency Dept. • Labor & Delivery- including LDRP • Newborn Nursery • Pediatrics • Specialty/Combination Unit • Cafeteria/Kitchen/Food Service/Food storage • Laboratory • Wound Care-Hyperbarics • Laundry processing area • Clean storage area • Corridor or spaces adjacent to any of the above areas	• All transplant and intensive care units • All oncology units • OR theaters and restricted areas • Procedural suites • Pharmacy compounding • Sterile Processing department - clean side • Transfusion services • Dedicated isolation wards/units • Imaging suites: invasive imaging

Yes	No	Construction Activity
☐	☐	**Type A:** Inspection, non-invasive activity
☐	☐	**Type B:** Small scale, short duration, minimal dust generating activity.
☐	☐	**Type C:** Activity that generates moderate to high levels of dust, requires greater than one work shift for completion.
☐	☐	**Type D**: Major duration and construction activities requiring consecutive work shifts.

Yes	No	Infection Prevention Risk Group
☐	☐	**Group 1:** Low Risk
☐	☐	**Group 2:** Medium Risk
☐	☐	**Group 3:** High Risk
☐	☐	**Group 4:** Highest Risk

CONSTRUCTION ACTIVITY / INFECTION PREVENTION MATRIX TO DETERMINE CLASS

Instruction: Match the Infection Prevention Risk Group with Construction Activity Type to determine the Project Class.
** Note that an Infection Preventionist must be consulted when the tool indicates that Class III or Class IV protocols are necessary.

	Construction Activity			
Risk Level	**Type "A"**	**Type "B"**	**Type "C"**	**Type "D"**
Group 1	I	II	II	III
Group 2	I	II	III	IV
Group 3	I	III	IV	V
Group 4	III	IV	V	V

CLASS	Put "X" where applicable
I	
II	
III	
IV	
V	

0

INFECTION PREVENTION RECOMMENDATIONS

All Projects- Class I-V

- ☐ **Signage/Permit:** include hazards, alternate routes for traffic/transport, and contact information for issues
- ☐ **Traffic & Transportation:** Design traffic routes with signage to minimize exposure to patients/ visitors away from work area
- ☐ **Equipment/Supplies:** Ensure clean supplies and equipment are separated from contaminated areas/materials: Remove supplies from work area or if unable to remove, cover securely to protect from contamination-off floor and protected
- ☐ **Water:** Schedule interruptions during low activity, all water lines in project area will be flushed for a minimum of 5 minutes immediately prior to reopening area and chlorine levels verified, ensure plan for sufficient water supply during shut off, i.e. potable water, bottled water, hand sanitizers, etc.
- ☐ **Ceiling:** access panels/ceiling tiles without barriers must closed when unattended
- ☐ **Ceiling Tiles:** damaged or stained should be replaced
- ☐ **Dust Control**: Conduct work by methods to minimize raising dust from construction
- ☐ Use hepa-vac tools when available to reduce debris in the air
- ☐ **HVAC:** ventilation system cleaned & balanced after completion of construction, if applicable
- ☐ **Daily inspection**: Mercy project leader/designee and Contractor performs daily inspection of work area including integrity/seal of barriers when in use
- ☐ **Cleaning:** work area thoroughly cleaned before patient admittance; remove HVAC seals if in place-change filters and wet mop with disinfectant
- ☐ **Temperature and humidity** (if requirements specified for the area): check prior to patient admittance
- ☐ **Mold:** stop work and contact the project leader for evaluation
- ☐ Consider relocating immunocompromised patients away from construction area, if feasible
- ☐ Seal Pneumatic tube system, elevator shaft, etc. within work areas
- ☐ Verify contractor education re: infection control requirements/patient confidentiality (HIPAA)

Class I

- ☐ **Ceiling tiles**: immediately replace tiles displaced for visual inspection
- ☐ **Barriers:** Temporary barriers are not required for Class 1 except in areas considered to High or Critical Risk Patient Areas (see patient risk groups)

Class II - in addition to Class I

- ☐ **Water**: mist work surfaces when cutting
- ☐ **Debris**: cover, seal & tape shut during transport- use designated route/ dedicated elevator if applicable
- ☐ **Holes in walls**: unattended or outside containment area should be covered

Class III - in addition to Class I & II

- ☐ **Barriers for dust minimization**: partitions must be installed prior to starting (including construction in ceilings)
- ☐ Airtight plastic barrier from floor to ceiling or drywall barrier covered or sealed
- ☐ Dust partitions must be sealed from floor to ceiling
- ☐ Seal all penetrations, i.e. piping, conduits, etc.
- ☐ Extend partitions to underside of deck below for plenum/non-ducted HVAC
- ☐ Ensure air filtering systems adjacent to work area are functioning
- ☐ Work area should be neutral or negatively pressured
- ☐ **Cleaning:** Increase frequently of cleaning adjacent areas
- ☐ Environmental Services should clean work area before and after barriers are removed
- ☐ **Barrier removal**: Carefully remove any dust barriers-if sheetrock or plywood barriers were used, put up temporary plastic barriers before taking down sheetrock or plywood
- ☐ Use HEPA filtered vacuum/ wipe down surfaces
- ☐ Remove all barrier materials and debris in tightly covered carts
- ☐ **Decrease dust**: use HEPA vac and/or wet-mop, and place walk-off mat (wet or tacky) at entrance and
- ☐ exit of work area-required inside work area (optional outside as needed-avoid trip hazard). Replace tacky
- ☐ mat when no longer adhesive and wet mat (may use disinfectant) at a minimum of daily.
- ☐ **HVAC:** remove or isolate system in work area to prevent contamination of ventilation system
- ☐ Monitor need to change or clean filters frequently during construction
- ☐ Block/cover and seal return vents/dampers to decrease circulation of contaminated air
- ☐ Adjust supply to specific construction needs avoiding exceess air circulation creating dust
- ☐ Area contained to 1 room with walls from floor to ceiling; close door & duct tape frames & door

Class IV - in addition to all "classes" above

- ☐ Relocate patients to area remote from construction areas
- ☐ Construct ante-room, if feasible
- ☐ **HVAC**: return and exhaust vents should be blocked/sealed outside of construction area
- ☐ Fresh air intakes must be 25 feet from exhaust outlets of all ventilation systems
- ☐ **Increase air filter change frequency**
- ☐ Ventilation system cleaned & balanced after completion of construction
- ☐ **Dust control personnel:** require all personnel with visible dust/debris to be vacuumed using HEPA vacuum each timethe leave the work site; jumpsuits, if used must be removed prior to exiting work area
- ☐ **Negative Pressure:** maintain within work site utilizing HEPA equipped air filtration units; minimum air pressure
- ☐ differential of negative 0.03 inches of water with airflow from hospital clean area to construction dirty area

Class V - in addition to all "classes" above

- ☐ Wear disposable coverall (jumpsuits) when leaving the work area
- ☐ Shoe covers are required while in work area and must be removed prior to exiting work area
- ☐ Hard lid transport container are to be wiped with damp cloth prior to leaving work area
- ☐ Consider conducting air monitoring; establish baseline prior to start of construction in consultation
- ☐ with Infection Prevention

Additional Precautions/ Comments

Construction/Renovation/Remediation Project Checklist for ICRA Precautions

Project Location:	ICRA Risk Group:					
	DATE/TIME OF INSPECTION					
Inspection includes elements of the selected risk group in addition to elements of the lower risk groups						**Corrective Action-list time, documentation, or action/follow-up as needed**
Group 1-Low Risk						
Ceiling tiles are replaced when space not being accessed	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Work area cleaned upon completion of task	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Group 2-Medium Risk						
Directional signage in place where needed	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Patient care equipment & supplies removed from construction area	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction area doors are closed, and gaskets and hardware are intact	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Unused doors are sealed with tape	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Air intake vents are blocked off/sealed	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Exhaust ducts sealed/capped as determined by ICRA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Workers and materials transported on dedicated elevators (e.g. non-patient use elevators)-if not visualized, workers can verbalize required workflow	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Workers demonstrate compliance with agreed upon traffic patterns	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction carts transporting debris are tightly covered to minimize airborne dust particles	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
All windows and doors remain closed to prevent circulation of dust/debris	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Walk-off mats are clean & adequate to contain construction dust, or construction exit cleaned sufficiently to maintain clean entry/exits	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
No signs of water leakage, standing water, or pests	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Group 3 HIGH RISK						

ICRA permit posted	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction barriers appropriate for patient population (circle requirement below): • sealed plastic, • gypsum board/drywall barrier w/door, • portable control cube method	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction barriers maintain negative pressure--visual indicator appropriate for project-tissue test, magnehelic, ball in the wall, etc.	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Group 4 Critical Risk						
All workers pass thru constructed anteroom using a HEPA vacuum before leaving worksite or they wear coveralls that are removed each time they leave the work site.	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Additional Requirements						
Other requirements identified by ICRA-list:	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	

Pre-Construction Risk Assessment Form

Classification:	☐ **Construction**	☐ **Rehabilitation***	☐ **Demolition** ☐ **Maintenance**
Project Name/LSC Deficiency:	**Location:**	**Evaluation Date:**	**Start Date:**
Project Leader:		**Contractor:**	
Brief Description of the Project:			
Unit Below:	**Unit Above:**	**Adjacent Units:**	

Potential Hazards:

- ☐ Air Quality/Ventilation – Product/task, dust, fumes, mists, vapors, mold-related, general ventilation, etc.
- ☐ Bloodborne Pathogens – Needles, red-bagged waste, etc.
- ☐ Emergency Preparedness – Codes, lists, security issues, etc.
- ☐ Fire/Life Safety – egress, extinguishing equipment, sprinkler systems, alarms, hot work, etc.
- ☐ ILSM – Separate Evaluation form to be maintained.
- ☐ Carbon Monoxide Monitoring- Separate implementation record and monitoring checklist to be maintained
- ☐ Hazardous Materials – Lead, mercury, fluorescent tubes, medical gases, oxygen, chemicals, radiation, asbestos (ACM), etc.
- ☐ Infection Control – Per Infection Control Construction checklist.
- ☐ Noise/Vibration – tool use, location, demolition, distance, duration, impact, loudness.
- ☐ Utilities/Control of Energy Sources – electrical, water, mechanical, natural gas, medical gases, etc.
- ☐ Additional – General safety, caught-in, fall from elevation, struck-by, confined spaces, etc.

CATEGORY	EVALUATION
*** Rehabilation Work Category (refer to chart if needed to determine)**	☐ Repair ☐ Renovation ☐ Modification ☐ Reconstruction ☐ Change of Use or Occupancy Classification ☐ Addition
Air Quality / Ventilation	
Bloodborne Pathogens	
Emergency Preparedness	
Fire/Life Safety	
ILSM	
CO Monitoring	
Hazardous Materials	
Infection Control Category of Risk: (Circle One) ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5	
Noise/Vibration	
Utilities/Control of Energy Sources	
Additional Issues	

Contractor has received information packet of policies & procedures? **YES** **NO**

Please SIGN & Date

Project Leader: _____

Facilities Leader: _____

Department Representative: _____

Infection Control Representative: _____

Security Leader: _____

Contractor: _____

Mercy Central AR Communities

Environmental Construction Assessment

Project Name / Deficiency:	0	**Facility/Site:**	0
Project Leader:	0	**Building:**	0
Project Start Date:	1/0/1900	**Floor:**	0
Projected Completion Date:	1/0/1900	**Room:**	0

Evaluation Process:

Place an **"X"** in the appropriate column for each question listed below. If the answer is "yes", additional action items are needed and will populate to the right.	**Yes**	**No**	**Required Action Items**
1) Does the project include addition, removal, or replacement of air pollution-regulated equipment such as emergency generators, paint booths, ethylene oxide or hydrogen peroxide sterilizers, steam boilers, or cooling towers?			
2) Does the project include any removal of freon or freon-containing equipment?			
3) Does the project include demolition of a building or structure constructed or remodeled in a timeframe between 1950 and 1979 which may contain polychlorinated biphenyl (PCB) materials?			
4) Does the project involve the removal of any materials that have the potential to contain asbestos? Examples include but are not limited to flooring, mastic, fireproofing, and various forms of insulation constructed in the general timeframe of 1940-1970s			
5) Does the project disturb more than 1 acre of land?			
6) Does the project disturb less than 1 acre of land?			
7) Does the project involve the addition or removal of oil-containing equipment over the capacity of 55 gallons? Examples include hydraulic elevator reservoirs, grease bins, generator belly tanks, aboveground tanks, oil-filled transformers, etc.			
8) Does the project involve the removal of any oil from electrical equipment?			
9) Does the project include the addition or removal of aboveground or underground fuel storage tanks?			
10) Does the project include installation of any new water lines or sources?			
11) Does the project include removal of any water lines or sources?			

0

Contact List

Title	Name	Company	Email Address	Office Phone #	Mobile Phone #	Emergency Phone #
Project Leader:	0		#N/A	#N/A	#N/A	
Contractor Company:	1/0/1900	1/0/1900		0		
Life Safety Specialist:	1/0/1900		#N/A	#N/A		
Infection Prevention Rep:	0		#N/A	#N/A		
Facilities Leader:	0		#N/A	#N/A		
Public Safety Leader:	0		#N/A	#N/A		
Contractor Project Manager:	1/0/1900				0	
Superintendent:	0.00				0	

0

PRE-CONSTRUCTION MEETING

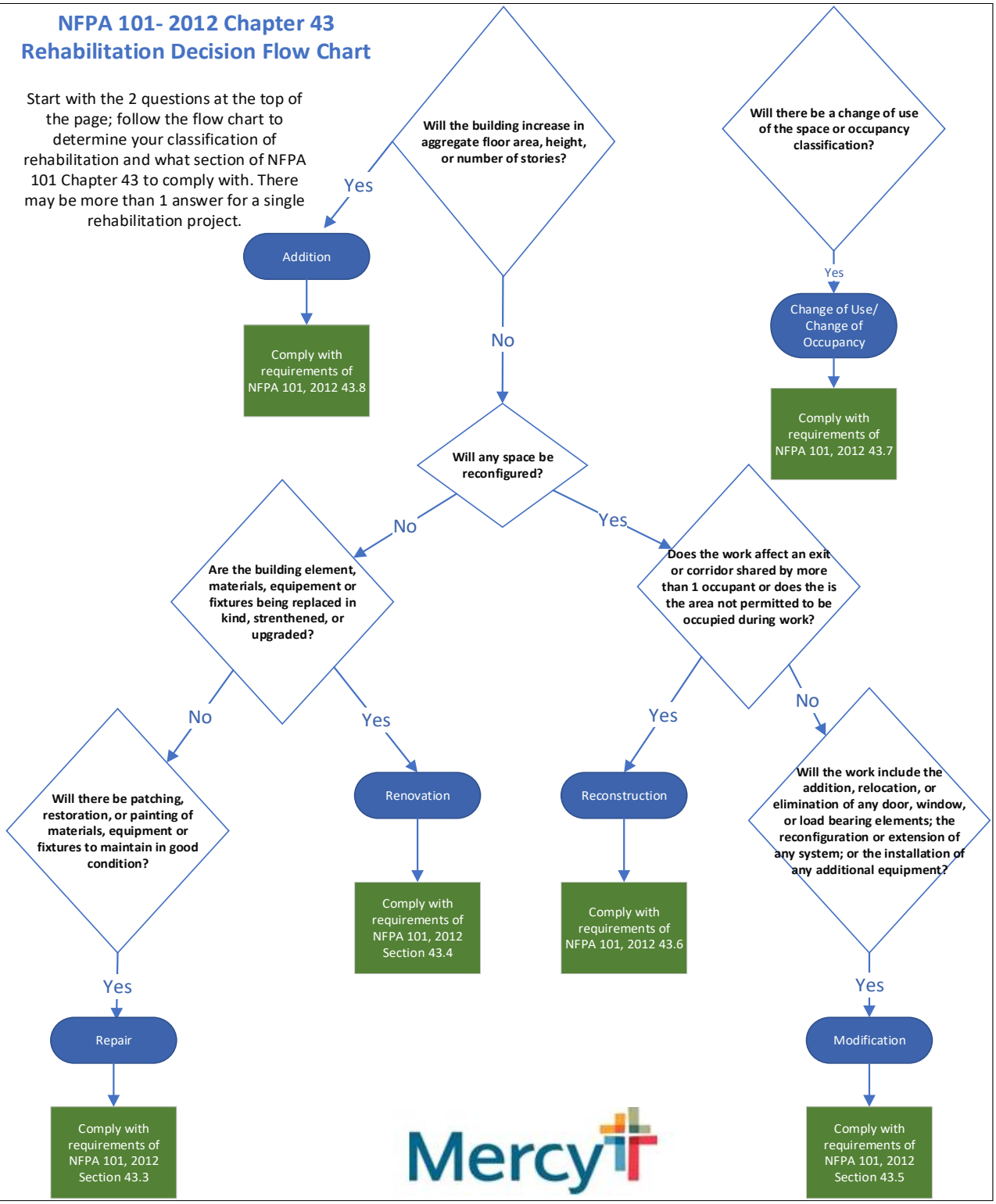
AGENDA

1. Scope review
2. Schedule / phasing
3. Contractor laydown area
4. Contacts list - sign in
5. ILSM
6. Construction signage
7. Housekeeping
8. Contractor badges
9. Contractor parking
10. Utility tie-ins
11. Equipment certification
12. Contractor work shifts
13. Adjacent tenants ?
14. Shutdowns ?
15. Dumpster locations
16. Closeout documents
17. Equipment training
18. As-builts - electronic autocad is required for mechanical, electrical, fire protection & plumbing

NOTES:

NFPA 101- 2012 Chapter 43
Rehabilitation Decision Flow Chart

Start with the 2 questions at the top of the page; follow the flow chart to determine your classification of rehabilitation and what section of NFPA 101 Chapter 43 to comply with. There may be more than 1 answer for a single rehabilitation project.



Mercy

Mercy Central-MO Communities

RISK ASSESSMENT PACKAGE

Overview

Risk Assessment Type

☐ **ILSM** ☐ **Infection Control** ☐ **Construction**

Project Overview

Project Name/ Deficiency:	
Brief Project Description:	
Risk Assessment Date:	
Project Leader:	
Project Leader Office Phone:	#N/A
Project Leader Mobile Phone:	#N/A
Project Leader Email:	#N/A
Facility/Site:	
Project Number:	
Building:	
Floor:	
Room:	
Department Name:	
Project Start date:	
Estimated Project Duration:	
Projected Completion Date:	
Phasing	
Number of Phases:	
Patient Relocation (yes or no)	
Where (list area patient's relocated)	
Contractor Company:	
Contractor Phone:	
Contractor Email:	
Contractor Project Manager:	
Contractor Project Manager Phone:	
Superintendent:	
Superintendent Phone:	
Life Safety Specialist:	
Life Safety Specialist Phone:	#N/A
Life Safety Specialist Email:	#N/A
Infection Prevention Rep:	
Infection Prevention Rep Phone:	#N/A
Infection Prevention Email:	#N/A
Facilities Leader:	
Facilities Leader Phone:	#N/A
Facilities Leader Email:	#N/A
Public Safety Leader:	
Public Safety Leader Phone:	#N/A
Public Safety Leader Email:	#N/A
MTS Leader:	
MTS Leader Phone:	#N/A
MTS Leader Email:	#N/A
HTM Leader:	
HTM Leader Phone:	#N/A
HTM Leader Email:	#N/A
Department Rep:	
Department Rep Phone:	
Department Rep Email:	
ROUTING	
ORIGINAL TO:	**Facilities Leader**
COPIES TO:	**Public Safety Leader**
	Infection Prevention
	Project Leader
	Contractor

DOCUMENTS TO ATTACH	
ILSM Checklists	☐
Communications or Notices	☐
Education	☐
Signs Posted	☐
Fire Watches	☐
Hot Work Permits	☐
Ceiling Permits	☐
Pictures	☐

Revision Date:
06/05/23

Mercy

Mercy Central-MO Communities

Interim Life Safety Assessment

Project Name / Deficiency:	0	**Facility/Site:**	1/0/1900
Project Leader:	0	**Building:**	1/0/1900
Project Start Date:	1/0/1900	**Floor:**	0
Projected Completion Date:	1/0/1900	**Room:**	1/0/1900

Evaluation Process:
Place an **"X"** in the appropriate column for each question listed below. If the "cell" is **colored** an ILSM is required.

			INTERIM MEASURES — PROJECT LEADER					Facilities Maintenance & Operations				PUBLIC SAFETY						
	Yes	No	Post signs identifying alternative exits	Provide temp/ equivalent fire alarm &detection systems	Provide addtl fire fighting equipment	Use temporary construction partitions	Enforce storage, housekeeping & debris removal practices	Initiate fire watch. Notify Fire Dept other emergency response group	Inspect/test temp systems monthly	Provide temp/equivalent power system; test system before restoring normal operation	Provide temp/equivalent medical gas system; test/clarify system before restoring normal operation	Conduct fire watch	Inspect exits in affected area(s) on daily basis	Increase surveillance of bldg, grounds & equipment	Conduct 1 addtl fire drill per qtr/ per shift	Provide addtl training on use of fire fighting equipment	Conduct education to promote awareness of bldg deficiencies/temp measures implemented	Train those in area to compensate for impaired fire safety features
			REF: LS.01.02.01 EP3	REF: LS.01.02.01 EP5	REF: LS.01.02.01 EP6	REF: LS01.02.01 EP7	REF: LS.01.02.01 EP9	REF: LS.01.02.01 EP2	REF: LS.01.02.01 EP12	REF: EC.02.05.07 EP's 9-10	REF: EC.02.05.09 EP2	REF: LS.01.02.01 EP2	REF: LS.01.02.01 EP4	REF: LS.01.02.01 EP8	REF: LS.01.02.01 EP11	REF: LS.01.02.01 EP10	REF: LS.01.02.01 EP13	REF: LS.01.02.01 EP14
1) Does project significantly breach, alter or compromise the integrity of any exit ? (This includes exit routes, exit accesses & exit discharge features.)	X																	
2 Does project significantly compromise the building's structural or compartmental fire features, such as smoke barriers, floor slabs & corridor walls ?		X																
3) Does this project significantly impair the buildings fire alarm system or render it out of service for 4 hr or more in a 24hr period?	X																	
4) Does this project significantly impair the building's fire suppression system for 10hr or more in a 24 hr period? (Hotwork will be limited or prohibited in areas where fire suppression is impaired.)	X																	
5) Does project involve "hotwork", such as cutting, welding and/or soldering ?	X																	
6) Does project involve the presence of large quantities of combustibles and/or debris ?																		
7) Will emergency power systems be impaired ?																		
8) Will medical gas system be impaired ?																		

Please Sign AND Date:

Project Leader *Date*

Facilities Leader *Date*

Public Safety Leader *Date*

Department Representative *Date*

Life Safety Specialist *Date*

Contractor *Date*

NOTE: LSC Deficiency/Maintenance activities only require Facilities Maintenance & Operations signature

Logic for checking not choosing an ILSM: ***(If any questions above are answered yes, and an ILSM is not necessary, explain logic for not implementing the ILSM)***

PROJECT LEADER	
EP-3 LS.01.02.01	***Post signage identifying the location of alternative exits to everyone affected*** ☐ Installing temporary illuminated exit signs ☐ Post temporary laminated signs near illuminated source on E-power ☐ Remove or cover exit signs that are no longer applicable **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Take pictures of installed temporary signs ☐ Produce a floor plan identifying sign locations of re-routed exits (must be signed & dated)
EP-5 LS.01.02.01	***Provide temporary but equivalent fire alarm and detection systems for use when a fire system in impaired*** ☐ Install battery operated heat or smoke detectors ☐ Install a temporary horn / strobe and connect to the fire alarm system ☐ Implement a fire watch **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Produce floor plan identifying device locations (must be signed & dated) ☐ Complete fire watch form ☐ Take pictures
EP-6 LS.01.02.01	***Provide additional firefighting equipment*** ☐ Place fire extinguishers in work zone(s); ensure inspection date is compliant **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Produce floor plan identifying fire extinguisher locations (must be signed & dated) ☐ Take pictures
EP-7 LS.01.02.01	***Use temporary construction partitions that are smoke-tight, or made of non-combustible or limited-combustible material that will not contribute to the development or spread of fire*** ☐ Utilize a hepa cart ☐ If work is less than a designated 8 hour shift, or under constant supervision by contractor, & noise / visual barrier is not a concern, may use a zip wall fire-rated plastic barrier, sealed at the floor, ceiling & wall (work area cannot be left unsupervised) ☐ If project has dust, flammability, noise, visual, or will be unsupervised, a hard wall partition per specification must be used (see attached detail) **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Produce a floor plan (must be signed & dated) ☐ Take pictures
EP-9 LS.01.02.01	***Enforce storage, housekeeping, and debris removal practices that reduce the building's flammable and combustible fire load to the lowest feasible level.*** ☐ No storage or debris in any corridor outside construction partition ☐ Debris removed & disposed of at end of each shift; daily ☐ Contractor to maintain a safe, clean & orderly site **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Daily verification on checklist ☐ Take pictures

FACILITIES MAINTENANCE & OPERATIONS	
EP-2 LS.01.02.01	***Initiate fire watch; notify the fire department (or other emergency response group) and initiate a fire watch when a fire alarm or sprinkler system is out of service more than 4 hours in a 24-hour period in an occupied building*** ☐ Call fire department to notify them of the deficiency ☐ Notify FM Global & initiate "red tag permit" ☐ Notify Security Team Leader that fire watch is needed **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Copy of fax, "red tape permit", or email ☐ Record dates of notification on "project overview" for FM Global and Fire Department
EP-12 LS.01.02.01	***Inspect and test temporary systems monthly; the completion date of the test is documented*** ☐ Initiate and complete monthly work order for temporary fire fighting equipment ☐ Inspect storage, housekeeping & debris removal practices ☐ Inspect temporary construction partitions ☐ Inspect temporary heat or smoke detectors ☐ Inspect temporary horns & strobes ☐ Inspect temporary E-Power back up systems, equipment, & inspect temporary medical gases **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Copy of completed inspection work order ☐ Daily inspection checklist
EP's 9-10 EC.02.05.07	***Implement measures to protect patients, visitors, & staff until necessary repairs or corrections are completed; if a required emergency power system test fails, the organization performs a retest after making the necessary repairs or corrections*** ☐ Provide extension cords as needed ☐ Connect temporary generator ☐ Provide battery powered medical equipment as needed ☐ Re-test emergency power system after making all repairs & prior to disconnect of temporary system ☐ Conduct weekly inspection and monthly test of temporary system **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Repair work order ☐ Vendor report describing repairs ☐ Generator log
EP-2 EC.02.05.09	***Test piped medical gas and vacuum systems for purity, correct gas, & proper pressure when these systems are installed, modified or repaired*** ☐ Provide temporary med gas tanks ☐ Provide temporary med gas pumps **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Provide vendor report, work order, and/or detailed invoice ☐ Provide certification test report to include date, purity, correct gas levels & proper pressure

PUBLIC SAFETY	
EP-2 LS.01.02.01	***Conduct a fire watch when a fire alarm or sprinkler system is out of service more than 4 hours in a 24-hour period in an occupied building*** ☐ Conduct fire watch ☐ Forward fire watch form to FMO Leader daily **DOCUMENTATION OPTIONS:**
EP-4 LS.01.02.01	***Inspect exits in affected areas on a daily basis*** ☐ Conduct inspection utilizing daily inspection checklist **DOCUMENTATION OPTIONS:** ☐ Inspection checklist ☐ Take pictures
EP-8 LS.01.02.01	***Increase surveillance of buildings, grounds, & equipment, giving special attention to construction areas & storage, excavation, & field offices*** ☐ Conduct inspection utilizing daily inspection checklist **DOCUMENTATION OPTIONS:** ☐ Provide ILSM inspection checklist ☐ Take pictures
EP-10 LS.01.02.01	***Provide additional training to those who work in the organization on the use of firefighting equipment*** ☐ Provide in-service education to staff and / or contractor on use of temporary fire extinguishers including PASS & RACE **DOCUMENT METHOD:** ☐ Use work order system to verify instructions ☐ Signed attendance roster for training
EP-11 LS.01.02.01	***Conduct one (1) additional fire drill per shift / per quarter*** ☐ Conduct fire drill in project area ☐ Document drill on fire drill critique form and route to FMO Leader **DOCUMENTATION OPTIONS:** ☐ Fire drill critique form
EP-13 LS.01.02.01	***Conduct education to promote awareness of building deficiencies, construction hazards, & temporary measures implemented to maintain fire safety*** ☐ Discuss building deficiencies with affected department leadership ☐ Develop compliance / training plan with department leadership ☐ Department leadership communicates training plan to staff ☐ Department leadership forward plan and attendance roster to FMO Leader **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Attendance roster ☐ Email plan to affected department(s) and staff ☐ Indicate impairment of revision on floor plan ☐ Power point slide
EP-14 LS.01.02.01	***Train those who work in the organization to compensate for impaired structural or compartmental fire safety features*** ☐ Discuss building deficiencies with affected department leadership ☐ Develop compliance / training plan with department leadership ☐ Department leadership communicates training plan to staff ☐ Department leadership forward plan and attendance roster to Plant Operations Team Leader **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Attendance roster ☐ Email plan to affected department(s) and staff ☐ Indicate impairment of revision on floor plan ☐ Power point slide

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INSPECTION CHECKLIST

Project Name / LSC Deficiency: **(ION)**

0 **Project Number:** 0

ITEM		INSPECTIONS													
		Date:			Date:			Date:			Date:			Date:		
		Time:			Time:			Time:			Time:			Time:		
		N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No
1)	All exits are unobstructed and usable, including the construction area.															
2)	Alternate routes are identified if required.															
3)	Department personnel are aware of ILSM's when implemented.															
4)	Construction workers are aware of emergency procedures and contractor guidelines.															
5)	There is free and unobstructed means to access emergency services.															
6)	The fire alarm detection and suppression systems are not impaired. Call Plant Operations to verify fire systems are not impaired.															
7)	A temporary, but equivalent system is proved when fire system is impaired and is documented that it is inspected and tested monthly.															
8)	Before the fire alarm systems are taken out of service, notification is made to appropriate authority having jurisdiction (i.e., local fire department, insurance carrier, etc.)															
9)	Construction area is clean and orderly.															
10)	Temporary construction partitions are smoke tight and built of non-combustible or limited combustible material.															
11)	Construction area is properly restricted from the rest of the facility with appropriate signage.															
12)	Access to construction area is limited to authorized personnel.															
14)	Storage, housekeeping and debris removal practices are enforced to reduce the flammability and combustibility fire load of the building to the minimum necessary to conduct daily operation.															
15)	Additional fire fighting equipment is provided to construction personnel.															
16)	Fire watch program is established for all hot work in progress.															

COMMENTS/OBSERVATIONS:	ACTIONS/TAKEN:

Signature (Facility Rep.) Date

Signature (Contractor) Date

NOTE: MUST RETURN TO FACILITIES MAINTENANCE LEADER WHEN CHECKLIST IS COMPLETED

0

INFECTION PREVENTION Risk Assessment

Name of Project:	0	**(ION) Project #:**	0
Location of Construction:	0	**Project Start Date:**	1/0/1900
Phasing? 0	**How many?** 0	**Estimated Duration:**	1/0/00
Patient Relocation? 0	**Where?** 0	**Project End Date:**	1/0/00
Name of Project Leader:	0	**Name of Contractor:**	1/0/1900
Phone # of Project Leader:	#N/A	**Phone # of Contractor:**	0
Please SIGN & Date		**Name of Contractor Project Manager:**	1/0/1900
1) Project Ldr: _____		**Phone # of Contractor Project Manager:**	0
2) FMO Team Leader: _____		**Name of Infection Prevention Rep:**	0
3) Dept Rep: _____		**Phone # of Infection Prevention Rep:**	#N/A
4) Contractor: _____			
5) IP Rep: _____			

A - CONSTRUCTION ACTIVITY TYPES

Type A	Inspection and Non-Invasive Activities, includes, but is not limited to, removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet, painting (but not sanding), 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 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. Includes, but is not limited to, sanding of walls for painting or wall covering, removal of floor coverings, ceiling ties, 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 work shift.
Type D	Major demolition and construction projects. Includes, but is not limited to, activities which require consecutive work shifts, requires heavy demolition or removal of a complete cabling system, and new construction.

B - INFECTION PREVENTION RISK GROUPS

Low Risk Non patient care areas such as:	**Medium Risk** Patient care support areas such as:	**High Risk** Patient care areas such as:	**Highest Risk** Procedural, invasive, sterile support and highly compromised patient care areas such as:
• Public hallways and gathering areas not on clinical units • Office areas not on clinical units • Breakrooms not on clinical units • Bathrooms or locker rooms not on clinical units • Mechanical rooms not on clinical units • EVS closets	•All patient care units- unless designated in higher group level- examples include: Behavioral Health, Medical Unit •Outpatient services (non-invasive)- examples include: Physical Rehab, Cardiac Rehab, Infusion, Medical Imaging, Therapies • Registration Area •Corridor or spaces adjacent to any of the above areas	• Patient care rooms and areas • All acute care units • Emergency Department • Employee Health • Pharmacy - general work zone • Medication rooms and clean utility rooms • Imaging suites: Diagnostic imaging • Laboratory	• All transplant and intensive care units • All oncology units • OR theaters and restricted areas • Procedural suites • Pharmacy compounding • Sterile Processing department - clean side • Transfusion services • Dedicated isolation wards/units • Imaging suites: invasive imaging

Yes	No	Construction Activity
☐	☐	**Type A:** Inspection, non-invasive activity
☐	☐	**Type B:** Small scale, short duration, minimal dust generating activity.
☐	☐	**Type C:** Activity that generates moderate to high levels of dust, requires greater than one work shift for completion.
☐	☐	**Type D**: Major duration and construction activities requiring consecutive work shifts.

Yes	No	Infection Prevention Risk Group
☐	☐	**Group 1:** Low Risk
☐	☐	**Group 2:** Medium Risk
☐	☐	**Group 3:** High Risk
☐	☐	**Group 4:** Highest Risk

CONSTRUCTION ACTIVITY / INFECTION PREVENTION MATRIX TO DETERMINE CLASS

Instruction: Match the Infection Prevention Risk Group with Construction Activity Type to determine the Project Class.

** Note that an Infection Preventionist must be consulted when the tool indicates that Class III or Class IV protocols are necessary.

Construction Activity				
Risk Level	**Type "A"**	**Type "B"**	**Type "C"**	**Type "D"**
Group 1	I	II	II	III
Group 2	I	II	III	IV
Group 3	I	III	IV	V
Group 4	III	IV	V	V

CLASS	Put "X" where applicable
I	
II	
III	
IV	
V	

INFECTION PREVENTION RECOMMENDATIONS

All Projects- Class I-V

- ☐ **Signage/Permit:** include hazards, alternate routes for traffic/transport, and contact information for issues
- ☐ **Traffic & Transportation:** Design traffic routes with signage to minimize exposure to patients/ visitors away from work area
- ☐ **Equipment/Supplies:** Ensure clean supplies and equipment are separated from contaminated areas/materials: Remove supplies from work area or if unable to remove, cover securely to protect from contamination-off floor and protected
- ☐ **Water:** Schedule interruptions during low activity, all water lines in project area will be flushed for a minimum of 5 minutes immediately prior to reopening area and chlorine levels verified, ensure plan for sufficient water supply during shut off, i.e. potable water, bottled water, hand sanitizers, etc.
- ☐ **Ceiling:** access panels/ceiling tiles without barriers must closed when unattended
- ☐ **Ceiling Tiles:** damaged or stained should be replaced
- ☐ **Dust Control**: Conduct work by methods to minimize raising dust from construction
- ☐ Use hepa-vac tools when available to reduce debris in the air
- ☐ **HVAC:** ventilation system cleaned & balanced after completion of construction, if applicable
- ☐ **Daily inspection**: Mercy project leader/designee and Contractor performs daily inspection of work area including integrity/seal of barriers when in use
- ☐ **Cleaning:** work area thoroughly cleaned before patient admittance; remove HVAC seals if in place-change filters and wet mop with disinfectant
- ☐ **Temperature and humidity** (if requirements specified for the area): check prior to patient admittance
- ☐ **Mold:** stop work and contact the project leader for evaluation
- ☐ Consider relocating immunocompromised patients away from construction area, if feasible
- ☐ Seal Pneumatic tube system, elevator shaft, etc. within work areas
- ☐ Verify contractor education re: infection control requirements/patient confidentiality (HIPAA)

Class I

- ☐ **Ceiling tiles**: immediately replace tiles displaced for visual inspection
- ☐ **Barriers:** Temporary barriers are not required for Class 1 except in areas considered to High or Critical Risk Patient Areas (see patient risk groups)

Class II - in addition to Class I

- ☐ **Water**: mist work surfaces when cutting
- ☐ **Debris**: cover, seal & tape shut during transport- use designated route/ dedicated elevator if applicable
- ☐ **Holes in walls**: unattended or outside containment area should be covered

Class III - in addition to Class I & II

- ☐ **Barriers for dust minimization**: partitions must be installed prior to starting (including construction in ceilings)
- ☐ Airtight plastic barrier from floor to ceiling or drywall barrier covered or sealed
- ☐ Dust partitions must be sealed from floor to ceiling
- ☐ Seal all penetrations, i.e. piping, conduits, etc.
- ☐ Extend partitions to underside of deck below for plenum/non-ducted HVAC
- ☐ Ensure air filtering systems adjacent to work area are functioning
- ☐ Work area should be neutral or negatively pressured
- ☐ **Cleaning:** Increase frequently of cleaning adjacent areas
- ☐ Environmental Services should clean work area before and after barriers are removed
- ☐ **Barrier removal**: Carefully remove any dust barriers-if sheetrock or plywood barriers were used, put up temporary plastic barriers before taking down sheetrock or plywood
- ☐ Use HEPA filtered vacuum/ wipe down surfaces
- ☐ Remove all barrier materials and debris in tightly covered carts
- ☐ **Decrease dust**: use HEPA vac and/or wet-mop, and place walk-off mat (wet or tacky) at entrance and
- ☐ exit of work area-required inside work area (optional outside as needed-avoid trip hazard). Replace tacky
- ☐ mat when no longer adhesive and wet mat (may use disinfectant) at a minimum of daily.
- ☐ **HVAC:** remove or isolate system in work area to prevent contamination of ventilation system
- ☐ Monitor need to change or clean filters frequently during construction
- ☐ Block/cover and seal return vents/dampers to decrease circulation of contaminated air
- ☐ Adjust supply to specific construction needs avoiding exceess air circulation creating dust
- ☐ Area contained to 1 room with walls from floor to ceiling; close door & duct tape frames & door

Class IV - in addition to all "classes" above

- ☐ Relocate patients to area remote from construction areas
- ☐ Construct ante-room, if feasible
- ☐ **HVAC**: return and exhaust vents should be blocked/sealed outside of construction area
- ☐ Fresh air intakes must be 25 feet from exhaust outlets of all ventilation systems
- ☐ **Increase air filter change frequency**
- ☐ Ventilation system cleaned & balanced after completion of construction
- ☐ **Dust control personnel:** require all personnel with visible dust/debris to be vacuumed using HEPA vacuum each timethe leave the work site; jumpsuits, if used must be removed prior to exiting work area
- ☐ **Negative Pressure:** maintain within work site utilizing HEPA equipped air filtration units; minimum air pressure
- ☐ differential of negative 0.03 inches of water with airflow from hospital clean area to construction dirty area

Class V - in addition to all "classes" above

- ☐ Wear disposable coverall (jumpsuits) when leaving the work area
- ☐ Shoe covers are required while in work area and must be removed prior to exiting work area
- ☐ Hard lid transport container are to be wiped with damp cloth prior to leaving work area
- ☐ Consider conducting air monitoring; establish baseline prior to start of construction in consultation
- ☐ with Infection Prevention

Additional Precautions/ Comments

Construction/Renovation/Remediation Project Checklist for ICRA Precautions

Project Location:	ICRA Risk Group:					
	DATE/TIME OF INSPECTION					
Inspection includes elements of the selected risk group in addition to elements of the lower risk groups						**Corrective Action-list time, documentation, or action/follow-up as needed**
Group 1-Low Risk						
Ceiling tiles are replaced when space not being accessed	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Work area cleaned upon completion of task	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Group 2-Medium Risk						
Directional signage in place where needed	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Patient care equipment & supplies removed from construction area	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction area doors are closed, and gaskets and hardware are intact	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Unused doors are sealed with tape	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Air intake vents are blocked off/sealed	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Exhaust ducts sealed/capped as determined by ICRA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Workers and materials transported on dedicated elevators (e.g. non-patient use elevators)-if not visualized, workers can verbalize required workflow	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Workers demonstrate compliance with agreed upon traffic patterns	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction carts transporting debris are tightly covered to minimize airborne dust particles	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
All windows and doors remain closed to prevent circulation of dust/debris	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Walk-off mats are clean & adequate to contain construction dust, or construction exit cleaned sufficiently to maintain clean entry/exits	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
No signs of water leakage, standing water, or pests	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Group 3 HIGH RISK						

ICRA permit posted	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction barriers appropriate for patient population (circle requirement below): • sealed plastic, • gypsum board/drywall barrier w/door, • portable control cube method	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction barriers maintain negative pressure--visual indicator appropriate for project-tissue test, magnehelic, ball in the wall, etc.	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Group 4 Critical Risk						
All workers pass thru constructed anteroom using a HEPA vacuum before leaving worksite or they wear coveralls that are removed each time they leave the work site.	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Additional Requirements						
Other requirements identified by ICRA-list:	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	

Pre-Construction Risk Assessment Form

Classification:	☐ Construction	☐ Rehabilitation*	☐ Demolition	☐ Maintenance
Project Name/LSC Deficiency:	Location:	Evaluation Date:	Start Date:	
Project Leader:		Contractor:		
Brief Description of the Project:				
Unit Below:	Unit Above:	Adjacent Units:		

Potential Hazards:

- ☐ Air Quality/Ventilation – Product/task, dust, fumes, mists, vapors, mold-related, general ventilation, etc.
- ☐ Bloodborne Pathogens – Needles, red-bagged waste, etc.
- ☐ Emergency Preparedness – Codes, lists, security issues, etc.
- ☐ Fire/Life Safety – egress, extinguishing equipment, sprinkler systems, alarms, hot work, etc.
- ☐ ILSM – Separate Evaluation form to be maintained.
- ☐ Carbon Monoxide Monitoring- Separate implementation record and monitoring checklist to be maintained
- ☐ Hazardous Materials – Lead, mercury, fluorescent tubes, medical gases, oxygen, chemicals, radiation, asbestos (ACM), etc.
- ☐ Infection Control – Per Infection Control Construction checklist.
- ☐ Noise/Vibration – tool use, location, demolition, distance, duration, impact, loudness.
- ☐ Utilities/Control of Energy Sources – electrical, water, mechanical, natural gas, medical gases, etc.
- ☐ Additional – General safety, caught-in, fall from elevation, struck-by, confined spaces, etc.

CATEGORY	EVALUATION
* Rehabilitation Work Category (refer to chart if needed to determine)	☐ Repair ☐ Renovation ☐ Modification ☐ Reconstruction ☐ Change of Use or Occupancy Classification ☐ Addition
Air Quality / Ventilation	
Bloodborne Pathogens	
Emergency Preparedness	
Fire/Life Safety	
ILSM	
CO Monitoring	
Hazardous Materials	
Infection Control Category of Risk: (Circle One) ☐ 1 ☐ 3 ☐ 2 ☐ 4 ☐ 5	
Noise/Vibration	
Utilities/Control of Energy Sources	
Additional Issues	

Contractor has received information packet of policies & procedures? YES ☐ NO ☐

Please SIGN & Date

Project Leader: _____

Facilities Leader: _____

Department Representative: _____

Infection Control Representative: _____

Security Leader: _____

Contractor: _____

Mercy Central MO Communities

Environmental Construction Assessment

Project Name / Deficiency:	0	**Facility/Site:**	0
Project Leader:	0	**Building:**	0
Project Start Date:	1/0/1900	**Floor:**	0
Projected Completion Date:	1/0/1900	**Room:**	0

Evaluation Process:

Place an **"X"** in the appropriate column for each question listed below. If the answer is "yes", additional action items are needed and will populate to the right.	**Yes**	**No**	**Required Action Items**
1) Does the project include addition, removal, or replacement of air pollution-regulated equipment such as emergency generators, paint booths, ethylene oxide or hydrogen peroxide sterilizers, steam boilers, or cooling towers?			
2) Does the project include any removal of freon or freon-containing equipment?			
3) Does the project include demolition of a building or structure constructed or remodeled in a timeframe between 1950 and 1979 which may contain polychlorinated biphenyl (PCB) materials?			
4) Does the project involve the removal of any materials that have the potential to contain asbestos? Examples include but are not limited to flooring, mastic, fireproofing, and various forms of insulation constructed in the general timeframe of 1940-1970s			
5) Does the project disturb more than 1 acre of land?			
6) Does the project disturb less than 1 acre of land?			
7) Does the project involve the addition or removal of oil-containing equipment over the capacity of 55 gallons? Examples include hydraulic elevator reservoirs, grease bins, generator belly tanks, aboveground tanks, oil-filled transformers, etc.			
8) Does the project involve the removal of any oil from electrical equipment?			
9) Does the project include the addition or removal of aboveground or underground fuel storage tanks?			
10) Does the project include installation of any new water lines or sources?			
11) Does the project include removal of any water lines or sources?			

Mercy Central- MO Communities

0

Contact List

Title	Name	Company	Email Address	Office Phone #	Mobile Phone #	Emergency Phone #
Project Leader:	0			#N/A	#N/A	
Contractor Company:	1/0/1900	1/0/1900		0		
Life Safety Specialist:	1/0/1900		#N/A	#N/A		
Infection Prevention Rep:	0			#N/A		
Facilities Leader:	0			#N/A		
Public Safety Leader:	0			#N/A		
Contractor Project Manager:	1/0/1900					
Contractor Project Manager Phone:					0	
Superintendent:	0.00					
Superintendent Phone:					0	

0

PRE-CONSTRUCTION MEETING

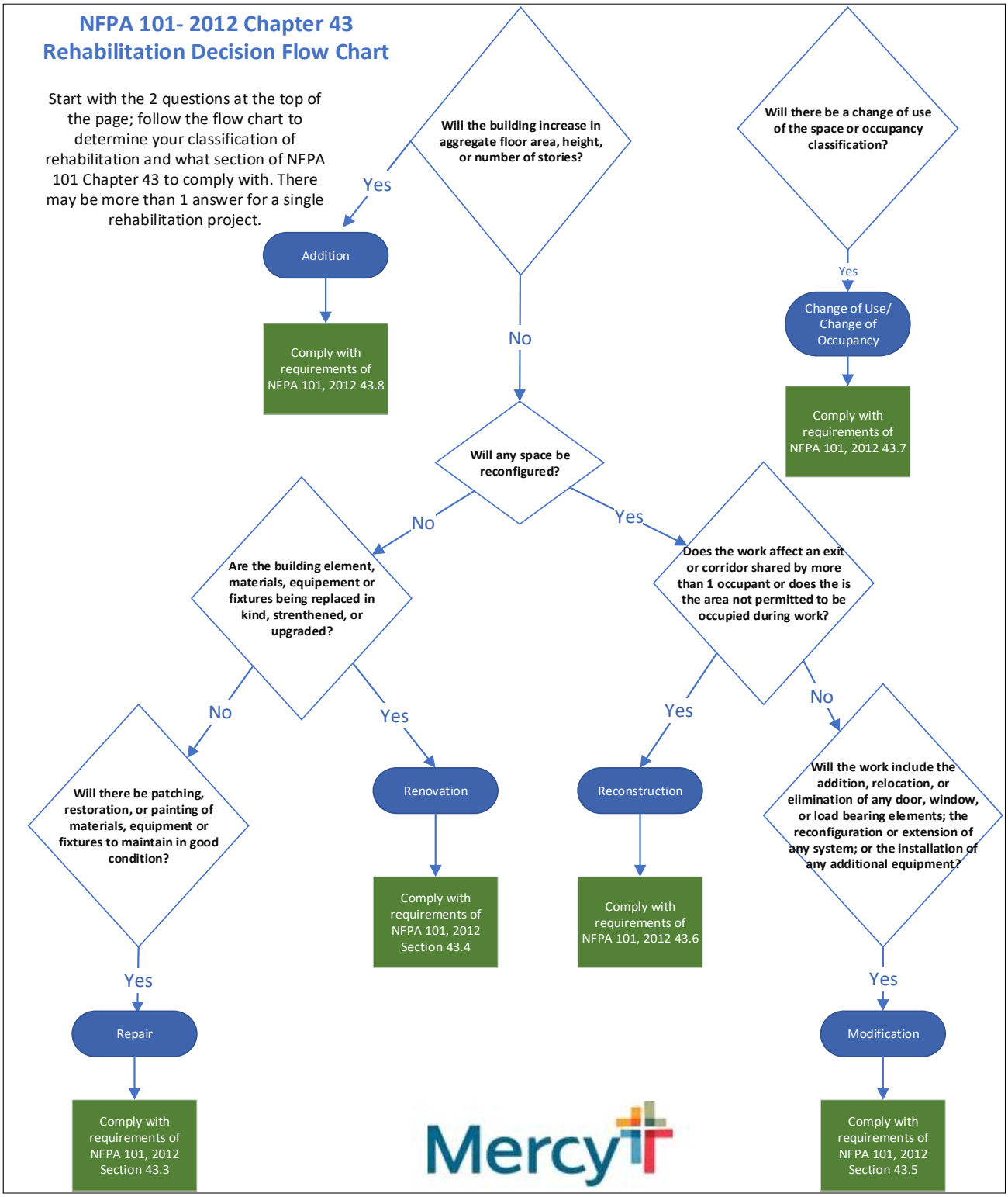
AGENDA

1. Scope review
2. Schedule / phasing
3. Contractor laydown area
4. Contacts list - sign in
5. ILSM
6. Construction signage
7. Housekeeping
8. Contractor badges
9. Contractor parking
10. Utility tie-ins
11. Equipment certification
12. Contractor work shifts
13. Adjacent tenants ?
14. Shutdowns ?
15. Dumpster locations
16. Closeout documents
17. Equipment training
18. As-builts - electronic autocad is required for mechanical, electrical, fire protection & plumbing

NOTES:

NFPA 101- 2012 Chapter 43
Rehabilitation Decision Flow Chart

Start with the 2 questions at the top of the page; follow the flow chart to determine your classification of rehabilitation and what section of NFPA 101 Chapter 43 to comply with. There may be more than 1 answer for a single rehabilitation project.



Mercy

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RISK ASSESSMENT PACKAGE

Overview

Risk Assessment Type

☐ **ILSM** ☐ **Infection Control** ☐ **Construction**

Project Overview

Project Name/ Deficiency:	
Brief Project Description:	
Risk Assessment Date:	
Project Leader:	
Project Leader Office Phone:	#N/A
Project Leader Mobile Phone:	#N/A
Project Leader Email:	#N/A
Facility/Site:	
Project Number:	
Building:	
Floor:	
Room:	
Department Name:	
Project Start date:	
Estimated Project Duration:	
Projected Completion Date:	
Phasing	
Number of Phases:	
Patient Relocation (yes or no)	
Where (list area patient's relocated)	
Contractor Company:	
Contractor Phone:	
Contractor Email:	
Contractor Project Manager:	
Contractor Project Manager Phone:	
Superintendent:	
Superintendent Phone:	
Life Safety Specialist:	
Life Safety Specialist Phone:	#N/A
Life Safety Specialist Email:	#N/A
Infection Prevention Rep:	
Infection Prevention Rep Phone:	#N/A
Infection Prevention Rep Email:	#N/A
Facilities Leader:	
Facilities Leader Phone:	#N/A
Facilities Leader Email:	#N/A
Public Safety Leader:	
Public Safety Leader Phone:	#N/A
Public Safety Leader Email:	#N/A
MTS Leader:	
MTS Leader Phone:	#N/A
MTS Leader Email:	#N/A
HTM Leader:	
HTM Leader Phone:	#N/A
HTM Leader Email:	#N/A
Department Rep:	
Department Rep Phone:	
Department Rep Email:	
ROUTING	
ORIGINAL TO:	**Facilities Leader**
COPIES TO:	**Public Safety Leader**
	Infection Prevention
	Project Leader
	Contractor

DOCUMENTS TO ATTACH	
ILSM Checklists	☐
Communications or Notices	☐
Education	☐
Signs Posted	☐
Fire Watches	☐
Hot Work Permits	☐
Ceiling Permits	☐
Pictures	☐

Revision Date:
06/05/23

Mercy

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Interim Life Safety Assessment

Project Name / Deficiency:	0	**Facility/Site:**	1/0/1900
Project Leader:	0	**Building:**	1/0/1900
Project Start Date:	1/0/1900	**Floor:**	0
Projected Completion Date:	1/0/1900	**Room:**	1/0/1900

Evaluation Process:
Place an **"X"** in the appropriate column for each question listed below. If the "cell" is **colored** an ILSM is required.

			INTERIM MEASURES																		
			PROJECT LEADER					Facilities Maintenance & Operations				PUBLIC SAFETY									
	Yes	No	Post signs identifying alternative exits	Provide temp/ equivalent fire alarm &detection systems	Provide addtl fire fighting equipment	Use temporary construction partitions	Enforce storage, housekeeping & debris removal practices	Initiate fire watch. Notify Fire Dept other emergency response group	Inspect/test temp systems monthly	Provide temp/equivalent power system; test system before restoring normal operation	Provide temp/equivalent medical gas system; test/clarify system before restoring normal operation	Conduct fire watch	Inspect exits in affected area(s) on daily basis	Increase surveillance of bldg, grounds & equipment	Conduct 1 addtl fire drill per qtr/ per shift	Provide addtl training on use of fire fighting equipment	Conduct education to promote awareness of bldg deficiencies/temp measures implemented	Train those in area to compensate for impaired fire safety features
			REF: LS.01.02.01 EP3	REF: LS.01.02.01 EP5	REF: LS.01.02.01 EP6	REF: LS01.02.01 EP7	REF: LS.01.02.01 EP9	REF: LS.01.02.01 EP2	REF: LS.01.02.01 EP12	REF: EC.02.05.07 EP's 9-10	REF: EC.02.05.09 EP2	REF: LS.01.02.01 EP2	REF: LS.01.02.01 EP4	REF: LS.01.02.01 EP8	REF: LS.01.02.01 EP11	REF: LS.01.02.01 EP10	REF: LS.01.02.01 EP13	REF: LS.01.02.01 EP14
1) Does project significantly breach, alter or compromise the integrity of any exit ? (This includes exit routes, exit accesses & exit discharge features.)																		
2 Does project significantly compromise the building's structural or compartmental fire features, such as smoke barriers, floor slabs & corridor walls ?																		
3) Does this project significantly impair the buildings fire alarm system or render it out of service for 4 hr or more in a 24hr period?																		
4) Does this project significantly impair the building's fire suppression system for 10hr or more in a 24 hr period? (Hotwork will be limited or prohibited in areas where fire suppression is impaired.)																		
5) Does project involve "hotwork", such as cutting, welding and/or soldering ?																		
6) Does project involve the presence of large quantities of combustibles and/or debris ?																		
7) Will emergency power systems be impaired ?																		
8) Will medical gas system be impaired ?																		

Please Sign AND Date:

Project Leader *Date*

Facilities Leader *Date*

Public Safety Leader *Date*

Department Representative *Date*

Life Safety Specialist *Date*

Contractor *Date*

NOTE: LSC Deficiency/Maintenance activities only require Facilities Maintenance & Operations signature

Logic for checking not choosing an ILSM: ***(If any questions above are answered yes, and an ILSM is not necessary, explain logic for not implementing the ILSM)***

PROJECT LEADER	
EP-3 LS.01.02.01	***Post signage identifying the location of alternative exits to everyone affected*** ☐ Installing temporary illuminated exit signs ☐ Post temporary laminated signs near illuminated source on E-power ☐ Remove or cover exit signs that are no longer applicable **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Take pictures of installed temporary signs ☐ Produce a floor plan identifying sign locations of re-routed exits (must be signed & dated)
EP-5 LS.01.02.01	***Provide temporary but equivalent fire alarm and detection systems for use when a fire system in impaired*** ☐ Install battery operated heat or smoke detectors ☐ Install a temporary horn / strobe and connect to the fire alarm system ☐ Implement a fire watch **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Produce floor plan identifying device locations (must be signed & dated) ☐ Complete fire watch form ☐ Take pictures
EP-6 LS.01.02.01	***Provide additional firefighting equipment*** ☐ Place fire extinguishers in work zone(s); ensure inspection date is compliant **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Produce floor plan identifying fire extinguisher locations (must be signed & dated) ☐ Take pictures
EP-7 LS.01.02.01	***Use temporary construction partitions that are smoke-tight, or made of non-combustible or limited-combustible material that will not contribute to the development or spread of fire*** ☐ Utilize a hepa cart ☐ If work is less than a designated 8 hour shift, or under constant supervision by contractor, & noise / visual barrier is not a concern, may use a zip wall fire-rated plastic barrier, sealed at the floor, ceiling & wall (work area cannot be left unsupervised) ☐ If project has dust, flammability, noise, visual, or will be unsupervised, a hard wall partition per specification must be used (see attached detail) **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Produce a floor plan (must be signed & dated) ☐ Take pictures
EP-9 LS.01.02.01	***Enforce storage, housekeeping, and debris removal practices that reduce the building's flammable and combustible fire load to the lowest feasible level*** ☐ No storage or debris in any corridor outside construction partition ☐ Debris removed & disposed of at end of each shift; daily ☐ Contractor to maintain a safe, clean & orderly site **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Daily verification on checklist ☐ Take pictures

FACILITIES MAINTENANCE & OPERATIONS	
EP-2 LS.01.02.01	***Initiate fire watch; notify the fire department (or other emergency response group) and initiate a fire watch when a fire alarm or sprinkler system is out of service more than 4 hours in a 24-hour period in an occupied building*** ☐ Call fire department to notify them of the deficiency ☐ Notify FM Global & initiate "red tag permit" ☐ Notify Security Leader that fire watch is needed **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Copy of fax, "red tape permit", or email ☐ Record dates of notification on "project overview" for FM Global and Fire Department
EP-12 LS.01.02.01	***Inspect and test temporary systems monthly; the completion date of the test is documented*** ☐ Initiate and complete monthly work order for temporary fire fighting equipment ☐ Inspect storage, housekeeping & debris removal practices ☐ Inspect temporary construction partitions ☐ Inspect temporary heat or smoke detectors ☐ Inspect temporary horns & strobes ☐ Inspect temporary E-Power back up systems, equipment, & inspect temporary medical gases **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Copy of completed inspection work order ☐ Daily inspection checklist
EP's 9-10 EC.02.05.07	***Implement measures to protect patients, visitors, & staff until necessary repairs or corrections are completed; if a required emergency power system test fails, the organization performs a retest after making the necessary repairs or corrections*** ☐ Provide extension cords as needed ☐ Connect temporary generator ☐ Provide battery powered medical equipment as needed ☐ Re-test emergency power system after making all repairs & prior to disconnect of temporary system ☐ Conduct weekly inspection and monthly test of temporary system **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Repair work order ☐ Vendor report describing repairs ☐ Generator log
EP-2 EC.02.05.09	***Test piped medical gas and vacuum systems for purity, correct gas, & proper pressure when these systems are installed, modified or repaired*** ☐ Provide temporary med gas tanks ☐ Provide temporary med gas pumps **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Provide vendor report, work order, and/or detailed invoice ☐ Provide certification test report to include date, purity, correct gas levels & proper pressure

PUBLIC SAFETY	
EP-2 LS.01.02.01	***Conduct a fire watch when a fire alarm or sprinkler system is out of service more than 4 hours in a 24-hour period in an occupied building*** ☐ Conduct fire watch ☐ Forward fire watch form to FMO Leader daily **DOCUMENTATION OPTIONS:**
EP-4 LS.01.02.01	***Inspect exits in affected areas on a daily basis*** ☐ Conduct inspection utilizing daily inspection checklist **DOCUMENTATION OPTIONS:** ☐ Inspection checklist ☐ Take pictures
EP-8 LS.01.02.01	***Increase surveillance of buildings, grounds, & equipment, giving special attention to construction areas & storage, excavation, & field offices*** ☐ Conduct inspection utilizing daily inspection checklist **DOCUMENTATION OPTIONS:** ☐ Provide ILSM inspection checklist ☐ Take pictures
EP-10 LS.01.02.01	***Provide additional training to those who work in the organization on the use of firefighting equipment*** ☐ Provide in-service education to staff and / or contractor on use of temporary fire extinguishers including PASS & RACE **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Signed attendance roster for training
EP-11 LS.01.02.01	***Conduct one (1) additional fire drill per shift / per quarter*** ☐ Conduct fire drill in project area ☐ Document drill on fire drill critique form and route to FMO Leader **DOCUMENTATION OPTIONS:** ☐ Fire drill critique form
EP-13 LS.01.02.01	***Conduct education to promote awareness of building deficiencies, construction hazards, & temporary measures implemented to maintain fire safety*** ☐ Discuss building deficiencies with affected department leadership ☐ Develop compliance / training plan with department leadership ☐ Department leadership communicates training plan to staff ☐ Department leadership forward plan and attendance roster to FMO Leader **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Attendance roster ☐ Email plan to affected department(s) and staff ☐ Indicate impairment of revision on floor plan ☐ Power point slide
EP-14 LS.01.02.01	***Train those who work in the organization to compensate for impaired structural or compartmental fire safety features*** ☐ Discuss building deficiencies with affected department leadership ☐ Develop compliance / training plan with department leadership ☐ Department leadership communicates training plan to staff ☐ Department leadership forward plan and attendance roster to FMO Leader **DOCUMENTATION OPTIONS:** ☐ Use work order system to verify instructions ☐ Attendance roster ☐ Email plan to affected department(s) and staff ☐ Indicate impairment of revision on floor plan ☐ Power point slide

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INSPECTION CHECKLIST

Project Name / LSC Deficiency: **(ION)**

0 **Project Number:** 0

	ITEM	INSPECTIONS														
		Date:			Date:			Date:			Date:			Date:		
		Time:			Time:			Time:			Time:			Time:		
		N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No
1)	All exits are unobstructed and usable, including the construction area.															
2)	Alternate routes are identified if required.															
3)	Department personnel are aware of ILSM's when implemented.															
4)	Construction workers are aware of emergency procedures and contractor guidelines.															
5)	There is free and unobstructed means to access emergency services.															
6)	The fire alarm detection and suppression systems are not impaired. Call Plant Operations to verify fire systems are not impaired.															
7)	A temporary, but equivalent system is proved when fire system is impaired and is documented that it is inspected and tested monthly.															
8)	Before the fire alarm systems are taken out of service, notification is made to appropriate authority having jurisdiction (i.e., local fire department, insurance carrier, etc.)															
9)	Construction area is clean and orderly.															
10)	Temporary construction partitions are smoke tight and built of non-combustible or limited combustible material.															
11)	Construction area is properly restricted from the rest of the facility with appropriate signage.															
12)	Access to construction area is limited to authorized personnel.															
14)	Storage, housekeeping and debris removal practices are enforced to reduce the flammability and combustibility fire load of the building to the minimum necessary to conduct daily operation.															
15)	Additional fire fighting equipment is provided to construction personnel.															
16)	Fire watch program is established for all hot work in progress.															

COMMENTS/OBSERVATIONS:	ACTIONS/TAKEN:

Signature (Facility Rep.) **Date** **Signature (Contractor)** **Date**

NOTE: MUST RETURN TO FACILITIES MAINTENANCE LEADER WHEN CHECKLIST IS COMPLETED

0

INFECTION PREVENTION Risk Assessment

Name of Project:	0	**(ION) Project #:**	0
Location of Construction:	0	**Project Start Date:**	1/0/1900
Phasing? 0	**How many?** 0	**Estimated Duration:**	1/0/00
Patient Relocation? 0	**Where?** 0	**Project End Date:**	1/0/00
Name of Project Leader:	0	**Name of Contractor:**	1/0/1900
Phone # of Project Leader:	#N/A	**Phone # of Contractor:**	0
Please SIGN & Date		**Name of Contractor Project Manager:**	1/0/1900
1) Project Ldr: _____		**Phone # of Contractor Project Manager:**	0
2) FMO Leader: _____		**Name of Infection Prevention Rep:**	0
3) Dept Rep: _____		**Phone # of Infection Prevention Rep:**	#N/A
4) Contractor: _____			
5) IP Rep: _____			

A - CONSTRUCTION ACTIVITY TYPES

Type A	Inspection and Non-Invasive Activities, includes, but is not limited to, removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet, painting (but not sanding), 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 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. Includes, but is not limited to, sanding of walls for painting or wall covering, removal of floor coverings, ceiling ties, 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 work shift.
Type D	Major demolition and construction projects. Includes, but is not limited to, activities which require consecutive work shifts, requires heavy demolition or removal of a complete cabling system, and new construction.

B - INFECTION PREVENTION RISK GROUPS

Low Risk Non patient care areas such as:	**Medium Risk** Patient care support areas such as:	**High Risk** Patient care areas such as:	**Highest Risk** Procedural, invasive, sterile support and highly compromised patient care areas such as:
• Public hallways and gathering areas not on clinical units • Office areas not on clinical units • Breakrooms not on clinical units • Bathrooms or locker rooms not on clinical units • Mechanical rooms not on	•All patient care units- unless designated in higher group level- examples include: Behavioral Health, Medical Unit •Outpatient services (non-invasive)- examples include: Physical Rehab, Cardiac Rehab, Infusion, Medical Imaging, Therapies • Registration Area •Corridor or spaces adjacent to any of the above areas	• Patient care rooms and areas • All acute care units • Emergency Department • Employee Health • Pharmacy - general work zone • Medication rooms and clean utility rooms • Imaging suites: Diagnostic imaging • Laboratory	• All transplant and intensive care units • All oncology units • OR theaters and restricted areas • Procedural suites • Pharmacy compounding • Sterile Processing department - clean side • Transfusion services • Dedicated isolation wards/units • Imaging suites: invasive imaging

Yes	No	Construction Activity
☐	☐	**Type A:** Inspection, non-invasive activity
☐	☐	**Type B:** Small scale, short duration, minimal dust generating activity.
☐	☐	**Type C:** Activity that generates moderate to high levels of dust, requires greater than one work shift for completion.
☐	☐	**Type D**: Major duration and construction activities requiring consecutive work shifts.

Yes	No	Infection Prevention Risk Group
☐	☐	**Group 1:** Low Risk
☐	☐	**Group 2:** Medium Risk
☐	☐	**Group 3:** High Risk
☐	☐	**Group 4:** Highest Risk

CONSTRUCTION ACTIVITY / INFECTION PREVENTION MATRIX TO DETERMINE CLASS

Instruction: Match the Infection Prevention Risk Group with Construction Activity Type to determine the Project Class.

** Note that an Infection Preventionist must be consulted when the tool indicates that Class III or Class IV protocols are necessary.

	Construction Activity			
Risk Level	**Type "A"**	**Type "B"**	**Type "C"**	**Type "D"**
Group 1	I	II	II	III
Group 2	I	II	III	IV
Group 3	I	III	IV	V
Group 4	III	IV	V	V

CLASS	Put "X" where applicable
I	
II	
III	
IV	
V	

0

INFECTION PREVENTION RECOMMENDATIONS

All Projects- Class I-V

- ☐ **Signage/Permit:** include hazards, alternate routes for traffic/transport, and contact information for issues
- ☐ **Traffic & Transportation:** Design traffic routes with signage to minimize exposure to patients/ visitors away from work area
- ☐ **Equipment/Supplies:** Ensure clean supplies and equipment are separated from contaminated areas/materials: Remove supplies from work area or if unable to remove, cover securely to protect from contamination-off floor and protected
- ☐ **Water:** Schedule interruptions during low activity, all water lines in project area will be flushed for a minimum of 5 minutes immediately prior to reopening area and chlorine levels verified, ensure plan for sufficient water supply during shut off, i.e. potable water, bottled water, hand sanitizers, etc.
- ☐ **Ceiling:** access panels/ceiling tiles without barriers must closed when unattended
- ☐ **Ceiling Tiles:** damaged or stained should be replaced
- ☐ **Dust Control**: Conduct work by methods to minimize raising dust from construction
- ☐ Use hepa-vac tools when available to reduce debris in the air
- ☐ **HVAC:** ventilation system cleaned & balanced after completion of construction, if applicable
- ☐ **Daily inspection**: Mercy project leader/designee and Contractor performs daily inspection of work area including integrity/seal of barriers when in use
- ☐ **Cleaning:** work area thoroughly cleaned before patient admittance; remove HVAC seals if in place-change filters and wet mop with disinfectant
- ☐ **Temperature and humidity** (if requirements specified for the area): check prior to patient admittance
- ☐ **Mold:** stop work and contact the project leader for evaluation
- ☐ Consider relocating immunocompromised patients away from construction area, if feasible
- ☐ Seal Pneumatic tube system, elevator shaft, etc. within work areas
- ☐ Verify contractor education re: infection control requirements/patient confidentiality (HIPAA)

Class I

- ☐ **Ceiling tiles**: immediately replace tiles displaced for visual inspection
- ☐ **Barriers:** Temporary barriers are not required for Class 1 except in areas considered to High or Critical Risk Patient Areas (see patient risk groups)

Class II - in addition to Class I

- ☐ **Water**: mist work surfaces when cutting
- ☐ **Debris**: cover, seal & tape shut during transport- use designated route/ dedicated elevator if applicable
- ☐ **Holes in walls**: unattended or outside containment area should be covered

Class III - in addition to Class I & II

- ☐ **Barriers for dust minimization**: partitions must be installed prior to starting (including construction in ceilings)
- ☐ Airtight plastic barrier from floor to ceiling or drywall barrier covered or sealed
- ☐ Dust partitions must be sealed from floor to ceiling
- ☐ Seal all penetrations, i.e. piping, conduits, etc.
- ☐ Extend partitions to underside of deck below for plenum/non-ducted HVAC
- ☐ Ensure air filtering systems adjacent to work area are functioning
- ☐ Work area should be neutral or negatively pressured
- ☐ **Cleaning:** Increase frequently of cleaning adjacent areas
- ☐ Environmental Services should clean work area before and after barriers are removed
- ☐ **Barrier removal**: Carefully remove any dust barriers-if sheetrock or plywood barriers were used, put up temporary plastic barriers before taking down sheetrock or plywood
- ☐ Use HEPA filtered vacuum/ wipe down surfaces
- ☐ Remove all barrier materials and debris in tightly covered carts
- ☐ **Decrease dust**: use HEPA vac and/or wet-mop, and place walk-off mat (wet or tacky) at entrance and exit of work area-required inside work area (optional outside as needed-avoid trip hazard). Replace tacky mat when no longer adhesive and wet mat (may use disinfectant) at a minimum of daily.
- ☐ **HVAC:** remove or isolate system in work area to prevent contamination of ventilation system
- ☐ Monitor need to change or clean filters frequently during construction
- ☐ Block/cover and seal return vents/dampers to decrease circulation of contaminated air
- ☐ Adjust supply to specific construction needs avoiding exceess air circulation creating dust
- ☐ Area contained to 1 room with walls from floor to ceiling; close door & duct tape frames & door

Class IV - in addition to all "classes" above

- ☐ Relocate patients to area remote from construction areas
- ☐ Construct ante-room, if feasible
- ☐ **HVAC**: return and exhaust vents should be blocked/sealed outside of construction area
- ☐ Fresh air intakes must be 25 feet from exhaust outlets of all ventilation systems
- ☐ **Increase air filter change frequency**
- ☐ Ventilation system cleaned & balanced after completion of construction
- ☐ **Dust control personnel:** require all personnel with visible dust/debris to be vacuumed using HEPA vacuum each timethe leave the work site; jumpsuits, if used must be removed prior to exiting work area
- ☐ **Negative Pressure:** maintain within work site utilizing HEPA equipped air filtration units; minimum air pressure differential of negative 0.03 inches of water with airflow from hospital clean area to construction dirty area

Class V - in addition to all "classes" above

- ☐ Wear disposable coverall (jumpsuits) when leaving the work area
- ☐ Shoe covers are required while in work area and must be removed prior to exiting work area
- ☐ Hard lid transport container are to be wiped with damp cloth prior to leaving work area
- ☐ Consider conducting air monitoring; establish baseline prior to start of construction in consultation with Infection Prevention

Additional Precautions/ Comments

Construction/Renovation/Remediation Project Checklist for ICRA Precautions

Project Location:	**ICRA Risk Group:**					
	DATE/TIME OF INSPECTION					
Inspection includes elements of the selected risk group in addition to elements of the lower risk groups						**Corrective Action-list time, documentation, or action/follow-up as needed**
Group 1-Low Risk						
Ceiling tiles are replaced when space not being accessed	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Work area cleaned upon completion of task	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Group 2-Medium Risk						
Directional signage in place where needed	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Patient care equipment & supplies removed from construction area	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction area doors are closed, and gaskets and hardware are intact	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Unused doors are sealed with tape	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Air intake vents are blocked off/sealed	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Exhaust ducts sealed/capped as determined by ICRA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Workers and materials transported on dedicated elevators (e.g. non-patient use elevators)-if not visualized, workers can verbalize required workflow	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Workers demonstrate compliance with agreed upon traffic patterns	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction carts transporting debris are tightly covered to minimize airborne dust particles	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
All windows and doors remain closed to prevent circulation of dust/debris	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Walk-off mats are clean & adequate to contain construction dust, or construction exit cleaned sufficiently to maintain clean entry/exits	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
No signs of water leakage, standing water, or pests	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Group 3 HIGH RISK						
ICRA permit posted	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	

Construction barriers appropriate for patient population (circle requirement below): • sealed plastic, • gypsum board/drywall barrier w/door, • portable control cube method	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Construction barriers maintain negative pressure--visual indicator appropriate for project-tissue test, magnehelic, ball in the wall, etc.	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Group 4 Critical Risk						
All workers pass thru constructed anteroom using a HEPA vacuum before leaving worksite or they wear coveralls that are removed each time they leave the work site.	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	
Additional Requirements						
Other requirements identified by ICRA-list:	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	Y/N/NA	

Pre-Construction Risk Assessment Form

Classification:	☐ Construction	☐ Rehabilitation*	☐ Demolition	☐ Maintenance
Project Name/LSC Deficiency:	Location:	Evaluation Date:	Start Date:	
Project Leader:		Contractor:		
Brief Description of the Project:				
Unit Below:	Unit Above:	Adjacent Units:		

Instructions: Check categories for potential hazards and evaluate risks. Appropriate permits, procedures, and forms will need to be implemented as part of the actions taken.

Potential Hazards:

- ☐ Air Quality/Ventilation – Product/task, dust, fumes, mists, vapors, mold-related, general ventilation, etc.
- ☐ Bloodborne Pathogens – Needles, red-bagged waste, etc.
- ☐ Emergency Preparedness – Codes, lists, security issues, etc.
- ☐ Fire/Life Safety – egress, extinguishing equipment, sprinkler systems, alarms, hot work, etc.
- ☐ ILSM – Separate Evaluation form to be maintained.
- ☐ Carbon Monoxide Monitoring- Separate implementation record and monitoring checklist to be maintained.
- ☐ Hazardous Materials – Lead, mercury, fluorescent tubes, medical gases, oxygen, chemicals, radiation, asbestos (ACM), etc.
- ☐ Infection Control – Per Infection Control Construction checklist.
- ☐ Noise/Vibration – tool use, location, demolition, distance, duration, impact, loudness.
- ☐ Utilities/Control of Energy Sources – electrical, water, mechanical, natural gas, medical gases, etc.
- ☐ Additional – General safety, caught-in, fall from elevation, struck-by, confined spaces, etc.

CATEGORY	EVALUATION
* Rehabilitation Work Category (refer to chart if needed to determine)	☐ Repair ☐ Renovation ☐ Modification ☐ Reconstruction ☐ Change of Use or Occupancy Classification ☐ Addition
Air Quality / Ventilation	
Bloodborne Pathogens	
Emergency Preparedness	
Fire/Life Safety	
ILSM	
CO Monitoring	
Hazardous Materials	
Infection Control Category of Risk: (Circle One) ☐ 1 ☐ 3 ☐ 2 ☐ 4 ☐ 5	
Noise/Vibration	
Utilities/Control of Energy Sources	
Additional Issues	

Contractor has received information packet of policies & procedures?	YES	NO

Please SIGN & Date

Project Leader: _____

Facilities Leader: _____

Department Representative: _____

Infection Control Representative: _____

Security Leader: _____

Contractor: _____

Mercy East Communities

Environmental Construction Assessment

Project Name / Deficiency:	0	**Facility/Site:**	0
Project Leader:	0	**Building:**	0
Project Start Date:	1/0/1900	**Floor:**	0
Projected Completion Date:	1/0/1900	**Room:**	0

Evaluation Process:

Place an **"X"** in the appropriate column for each question listed below. If the answer is "yes", additional action items are needed and will populate to the right	Yes	No	Required Action Items
1) Does the project include addition, removal, or replacement of air pollution-regulated equipment such as emergency generators, paint booths, ethylene oxide or hydrogen peroxide sterilizers, steam boilers, or cooling towers?			
2) Does the project include any removal of freon or freon-containing equipment?			
3) Does the project include demolition of a building or structure constructed or remodeled in a timeframe between 1950 and 1979 which may contain polychlorinated biphenyl (PCB) materials?			
4) Does the project involve the removal of any materials that have the potential to contain asbestos? Examples include but are not limited to flooring, mastic, fireproofing, and various forms of insulation constructed in the general timeframe of 1940-1970s			
5) Does the project disturb more than 1 acre of land?			
6) Does the project disturb less than 1 acre of land?			
7) Does the project involve the addition or removal of oil-containing equipment over the capacity of 55 gallons? Examples include hydraulic elevator reservoirs, grease bins, generator belly tanks, aboveground tanks, oil-filled transformers, etc.			
8) Does the project involve the removal of any oil from electrical equipment?			
9) Does the project include the addition or removal of aboveground or underground fuel storage tanks?			
10) Does the project include installation of any new water lines or sources?			
11) Does the project include removal of any water lines or sources?			

0

Contact List

Title	Name	Company	Email Address	Office Phone #	Mobile Phone #	Emergency Phone #
Project Leader:	0		#N/A	#N/A	#N/A	
Contractor Company:	1/0/1900	1/0/1900		0		
Life Safety Specialist	1/0/1900		#N/A	#N/A		
Infection Prevention Rep:	0		#N/A	#N/A		
Facilities Leader:	0		#N/A	#N/A		
Public Safety Leader:	0		#N/A	#N/A		
Contractor Project Manager:	1/0/1900					
Contractor Project Manager Phone:					0	
Superintendent:	0.00					
Superintendent Phone:					0	

0

PRE-CONSTRUCTION MEETING

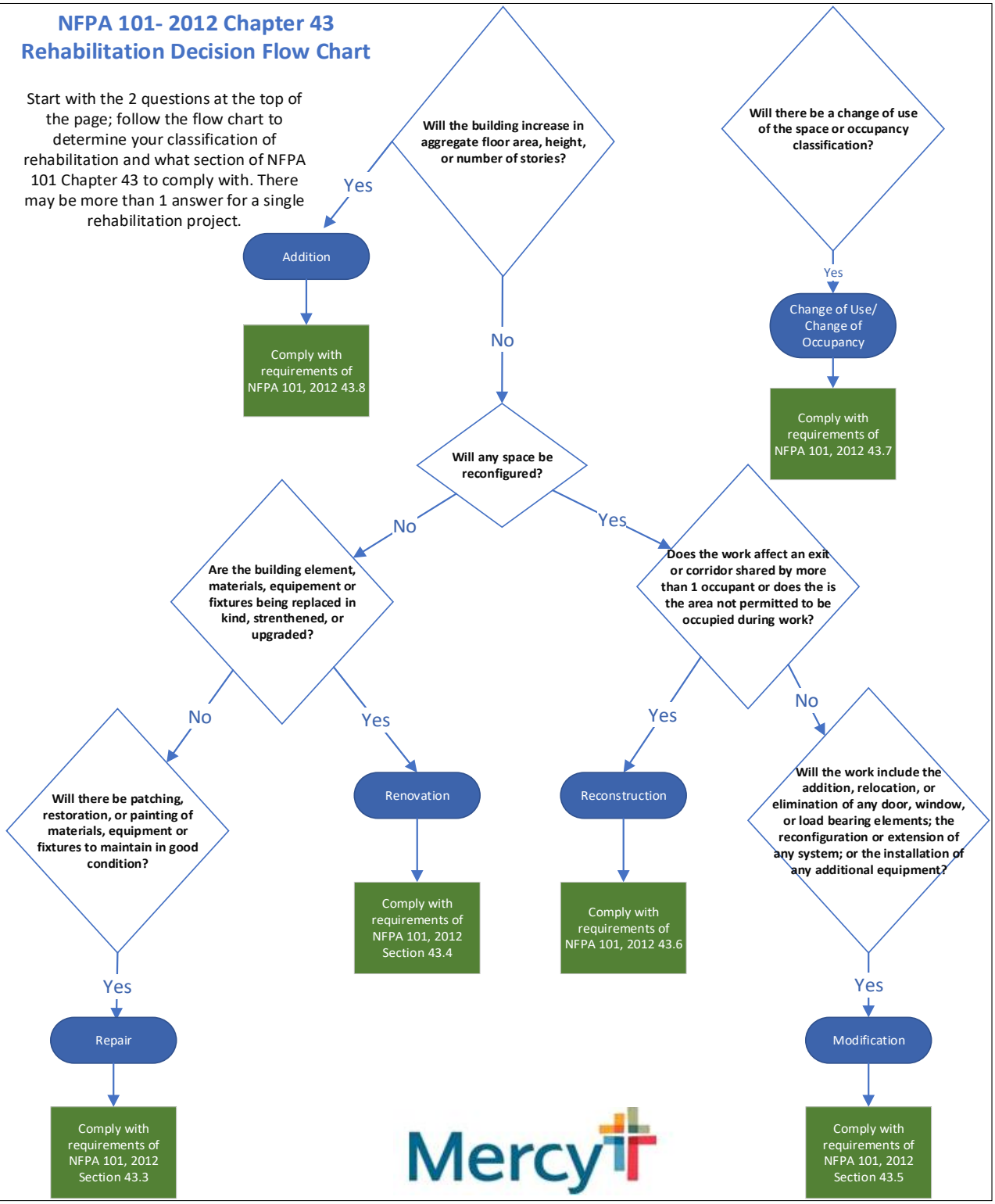
AGENDA

1. Scope review
2. Schedule / phasing
3. Contractor laydown area
4. Contacts list - sign in
5. ILSM
6. Construction signage
7. Housekeeping
8. Contractor badges
9. Contractor parking
10. Utility tie-ins
11. Equipment certification
12. Contractor work shifts
13. Adjacent tenants ?
14. Shutdowns ?
15. Dumpster locations
16. Closeout documents
17. Equipment training
18. As-builts - electronic autocad is required for mechanical, electrical, fire protection & plumbing

NOTES:

NFPA 101- 2012 Chapter 43
Rehabilitation Decision Flow Chart

Start with the 2 questions at the top of the page; follow the flow chart to determine your classification of rehabilitation and what section of NFPA 101 Chapter 43 to comply with. There may be more than 1 answer for a single rehabilitation project.



Facility Name(s):	Mercy Health	
Policy / Procedure:	MW MFAC Hot Work Permit Policy	
Approved by:	John Farnen (Vice President-Facilities)	Date: 11/07/2019

Standard or Regulation: OSHA 29 CFR 1910.252

SCOPE:

This policy is applicable to all Facilities and Maintenance Operations (FMO) department co-workers throughout the Mercy ministries, as well as contract personnel, all of which who would perform hot work activities.

PURPOSE:

To establish a safe working environment and safe working practices during hot work activities.

DEFINITIONS:

35 Foot Rule – the defined size of a designated hot work area; 35 feet to define the area horizontally and 15 feet to define the area above the hot work site
Cold Work – an alternative to hot work that may include using a mechanical bolting method or using hand-filing rather than grinding
Designated Hot Work Area – a permanent area used for hot work that is consistently free of combustibles and equipped with proper fire protection
Fire Watch Personnel – coworker(s) or contractor(s) that is continuously monitoring the hot work area for any signs of smoke, fire, or abnormal conditions
Hot Work – any operation that produces a source of ignition, such as flames, sparks or heat; examples include grinding, soldering, welding, brazing, burning, torch or radial-saw cutting, and torch-applied roof covering or plastic shrink wrap
Hot Work Permit – a document that is required when a contractor or co-worker is performing hot work and can be obtained by a Permit Authorizer
Hot Work Program – a program focused on mitigating the hazards involved with hot work including annual training, hot work permits, documentation, and auditing
Permit Authorizer – a coworker who is competent in hazards related to fire and explosions and has authority to control when hot work can begin and must stop

POLICY:

Training

A. All co-workers and contractors, including Supervisors, Permit Authorizers, and Fire Watch Personnel, that may be involved in hot work must be competent in the subject. Fire Watch Personnel must specifically be trained in using fire extinguishing equipment and sounding an alarm if a fire were to occur. Online training is provided through FM Global.

Hot Work Permit

B. The Hot Work Permit is distributed to the co-workers or contractors that are conducting the hot work. The permit will include the location and description of the work being completed, as well as

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the period of time the permit is valid. The permit must be displayed in the area where the hot work is being performed, as well as in a designated maintenance shop area or with Facilities and Maintenance Operations Leader at the facility. Security must also be notified when hot work is going to be performed and a permit has been issued.

Documentation

C. Hot Work Permits are required to be completed prior to when hot work is performed. The permit must be signed and dated by leadership and the contractor/co-worker performing the work. A copy of each Hot Work Permit must be kept on file in the Facilities and Maintenance Operations department.

Audits

D. Audits should be conducted on an as-needed basis to confirm the policy and procedures are being followed.
E. If any issues are found during an audit, Facilities and Maintenance Operations Leader and Permit Authorizer must be notified immediately.

PROCEDURE:

The following steps must be taken to ensure we are accomplishing safe hot work practices.

A. Consider alternative cold work methods. If that is not possible, then relocate to a designated hot work area.
B. In some instances, hot work cannot be relocated to a designated hot work area. If that is the case, prepare the area for the hot work by doing the following:
    1. Make sure the area is at least 35 feet wide and 15 feet tall.
    2. Remove any combustibles, including debris, dust, etc. from the area, or if they cannot be removed, cover them with approved welding blankets.
    3. Determine if any flammable or combustible items may enter the area during the hot work.
    4. Test the area for flammable vapor or gas prior to starting the work.
    5. Turn off/shut down ventilation systems so combustible materials cannot leave nor enter the hot work area.
    6. Isolate the area with a barricade to prevent visitors, other co-workers, etc. from entering.
C. Fire watch personnel must be located in the hot work area, and if necessary, surrounding areas, to ensure the required precautions are being followed.
D. Check on the fire sprinklers, water supply, fire extinguishers, etc. to make sure all fire protection services/devices are in working order, as well as check on the hot work equipment to ensure it is in good condition.

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E. Follow all instructions on the permit, then once complete, issue the Hot Work Permit. Multiple co-workers/contractors must be present when the permit is being completed and issued.
    1. Facilities and Maintenance Operations Leader (Supervisor, Manager, Director)
    2. Permit Authorizer
    3. Co-worker or contractor performing the work
    4. Fire Watch Personnel

F. An expiration time must be included on all issued Hot Work Permits. Hot Work Permits cannot stay open longer than an 8-hour shift. If the work continues past the 8-hour shift, the first permit will be closed and a new one will be issued.

G. One copy of the Hot Work Permit must be displayed in the designated hot work area and one copy should be kept in the Facilities and Maintenance Operations shop or office.

H. Contact Public Safety and Security of the scheduled hot work so they can plan their walkthroughs accordingly.

I. Hot work activities are performed.

J. If any hazards become present, the fire watch personnel must stop all work and contact the permit authorizer. The area must be deemed safe before hot work activities may begin again.
    1. Public Safety also has authority to stop work in situations considered unsafe for the co-workers and contractors.

K. Once the hot work is complete, the fire watch personnel must be present for an additional 60 minutes incase a smoldering fire were to become present.

L. The hot work area must also be periodically monitored for 3-5 hours after the work is completed, including the floors below and above. Such methods of periodically monitoring may include security cameras, automatic smoke detection with alarm, or sporadic patrolling by fire watch personnel.

M. After the 3-5 hours of monitoring, the permit must be returned to Facilities and Maintenance Operations or a designated department to close. A signature from the fire watch personnel on the permit must be received to confirm the hot work and fire watch is complete and the area is safe. A copy of that permit should be kept on file with past hot work permits.
    1. During after hours, Facilities and Maintenance Operations or a designated department will close the permit and check the area immediately upon receiving the permit.

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Attachments

MW MFAC FM Global Hot Work Permit

References

FM Global. Don't Get Burned by Hot Work. Obtained July 12th, 2019 by FM Global Representative.

Occupational Safety and Health Administration. General Safety and Health – Hot Work. Obtained August 14th, 2019 @ https://www.osha.gov/SLTC/etools/oilandgas/general_safety/hot_work_welding.html.

Occupational Safety and Health Administration. OSHA 29 CFR 1910.252 Welding, Cutting, and Brazing. Obtained August 5th, 2019 @ https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.252.

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HOT WORK PERMIT

STOP!
Avoid hot work when possible! Consider using an alternative cold work method.

This Hot Work Permit is required for any temporary operation involving open flames or producing heat and/or sparks conducted outside a Hot Work Designated Area. This includes, but is not limited to: brazing, cutting, grinding, soldering, torch-applied roofing and welding.

Instructions for Permit Authorizer

1. Specify the precautions to take.
2. Fill out and keep **Part 1** during the hot work process.
3. Issue **Part 2** to the person doing the job.
4. Keep **Part 2** on file for future reference, including signed confirmation that the post-work fire watch and monitoring have been completed.
5. Sign off the final check on **Part 2**.

HOT WORK BY
☐ Employee
☐ Contractor _____

DATE | JOB NUMBER

LOCATION OF WORK (BUILDING/FLOOR/OBJECT)

WORK TO BE PERFORMED

NAME OF PERSON PERFORMING HOT WORK

NAME OF PERSON PERFORMING FIRE WATCH

I verify the above location has been examined, the Required Precautions have been taken, and permission is authorized for this work.

PERMIT AUTHORIZER (PRINT AND SIGN)

THIS PERMIT EXPIRES ON (LIMIT AUTHORIZATION TO ONE SHIFT):

DATE: TIME: AM/PM

Note: Emergency notification on back of form.

Additional FM Global Resources:
Property Loss Prevention Data Sheet 10-3, *Hot Work Management*
Hot Work Permit App via fmglobal.com/apps
Hot Work Permit form (F2630) via fmglobalcatalog.com
Online training at training.fmglobal.com
FM Approved equipment via fmapprovals.com

FM Global

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Part 1

Required Precautions

Y	NA	
☐	☐	The fire pump is in operation and switched to automatic.
☐	☐	Control valves to water supply for sprinkler system are open.
☐		Extinguishers are in service/operable.
☐		Hot work equipment is in good working condition.

Requirements within 35 ft. (10 m) of hot work

☐	☐	Shield combustible construction using listed (e.g., FM Approved) welding pads, blankets and curtains.
☐	☐	Remove or shield nonremovable combustibles using listed (e.g., FM Approved) welding pads, blankets and curtains.
☐	☐	Isolate potential sources of flammable gas, ignitable liquid or combustible dust/lint (e.g., shut down equipment).
☐	☐	Remove ignitable liquid, combustible dust/lint and combustible residues.
☐	☐	Shut down ventilation and conveying systems.
☐	☐	Remove combustibles and consider a second fire watch on opposite side of floor, wall, ceiling or roof when openings exist or thermally conductive materials pass through.
☐	☐	Is work on a combustible building assembly (e.g., Torch-Applied Roofing)? If yes, provide **ADDITIONAL REQUIRED PRECAUTIONS** below.

Hot work on/in closed equipment, ductwork or piping

☐	☐	Isolate equipment from service.
☐	☐	Remove ignitable liquid and purge flammable gas/vapor.
☐	☐	Prior to work, and/or during work, monitor for flammable gas/vapor. LEL reading(s): _____
☐	☐	Remove combustible dust/lint or other combustible materials.
☐	☐	Is work on/in equipment with nonremovable combustible linings or parts? If yes, provide **ADDITIONAL REQUIRED PRECAUTIONS** below.

Fire watch/fire monitoring the hot work area
Times listed are sufficient for majority. Use Table at back of permit for guidance for combustible concealed cavities, roof work or favorable factors.

☐		Perform a continuous fire watch during hot work.
☐		Perform a continuous fire watch post-work for ☐ 1 hour or Other ___ hours.
☐	☐	Perform fire monitoring for ☐ 3 hours or Other ___ hours.

ADDITIONAL REQUIRED PRECAUTIONS:

WARNING

HOT WORK IN PROGRESS! Watch for fire!

Instructions

Person performing hot work: Record time started and display permit at hot work area. After hot work is completed, record time and leave permit displayed for fire watch.

Fire watch: Watch area during hot work and after work completion. Prior to leaving area, perform final inspection, sign, leave permit displayed and notify Fire Monitor or Permit Authorizer.

Fire Monitor: Monitor area after post-work fire watch completion. Perform final inspection, sign and return to Permit Authorizer.

HOT WORK BY
☐ Employee
☐ Contractor _____

DATE | JOB NUMBER

LOCATION OF WORK (BUILDING/FLOOR/OBJECT)

WORK TO BE PERFORMED

NAME OF PERSON PERFORMING HOT WORK

NAME OF PERSON PERFORMING FIRE WATCH

I verify the above location has been examined, the Required Precautions have been taken, and permission is authorized for this work.

PERMIT AUTHORIZER (PRINT AND SIGN)

THIS PERMIT EXPIRES ON (LIMIT AUTHORIZATION TO ONE SHIFT):

DATE: TIME: AM/PM

Hot Work Date:	Start Time: Finish Time:	am/pm am/pm
Post-Work Fire Watch Name	Finish Time:	am/pm
Fire Monitor ☐ Person ☐ Other Name/Other	Finish Time:	am/pm
Final Check Name	Time:	am/pm

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Part 2

Required Precautions

Y	NA	
☐	☐	The fire pump is in operation and switched to automatic.
☐	☐	Control valves to water supply for sprinkler system are open.
☐		Extinguishers are in service/operable.
☐		Hot work equipment is in good working condition.

Requirements within 35 ft. (10 m) of hot work

☐	☐	Shield combustible construction using listed (e.g., FM Approved) welding pads, blankets and curtains.
☐	☐	Remove or shield nonremovable combustibles using listed (e.g., FM Approved) welding pads, blankets and curtains.
☐	☐	Isolate potential sources of flammable gas, ignitable liquid or combustible dust/lint (e.g., shut down equipment).
☐	☐	Remove ignitable liquid, combustible dust/lint and combustible residues.
☐	☐	Shut down ventilation and conveying systems.
☐	☐	Remove combustibles and consider a second fire watch on opposite side of floor, wall, ceiling or roof when openings exist or thermally conductive materials pass through.
☐	☐	Is work on a combustible building assembly (e.g., Torch-Applied Roofing)? If yes, provide **ADDITIONAL REQUIRED PRECAUTIONS** below.

Hot work on/in closed equipment, ductwork or piping

☐	☐	Isolate equipment from service.
☐	☐	Remove ignitable liquid and purge flammable gas/vapor.
☐	☐	Prior to work, and/or during work, monitor for flammable gas/vapor. LEL reading(s): _____
☐	☐	Remove combustible dust/lint or other combustible materials.
☐	☐	Is work on/in equipment with nonremovable combustible linings or parts? If yes, provide **ADDITIONAL REQUIRED PRECAUTIONS** below.

Fire watch/fire monitoring the hot work area

Times listed are sufficient for majority. Use Table at back of permit for guidance for combustible concealed cavities, roof work or favorable factors.

☐		Perform a continuous fire watch during hot work.
☐		Perform a continuous fire watch post-work for ☐ 1 hour or Other ___ hours.
☐	☐	Perform fire monitoring for ☐ 3 hours or Other ___ hours.

ADDITIONAL REQUIRED PRECAUTIONS:

WARNING

HOT WORK IN PROGRESS!
Watch for fire!

In case of emergency, call the contacts listed below before attempting to extinguish the fire.

Contact	Number

Construction and Occupancy Factors for Post-Work Fire Watch and Monitoring Periods

		Construction Factors					
		Noncombustible construction, or FM Approved Class 1 or Class A building materials		Combustible construction without concealed cavities		Combustible construction with unprotected concealed cavities	
		Watch	**Monitor**	**Watch**	**Monitor**	**Watch**	**Monitor**
Occupancy Factors	Noncombustible with any combustibles contained within closed equipment (e.g., ignitable liquid within piping)	30 minutes	0 hours	1 hour	3 hours	1 hour	5 hours
	Office, retail or manufacturing with limited combustible loading	1 hour	1 hour	1 hour	3 hours	1 hour	5 hours
	Manufacturing with moderate to significant combustible loading except as noted below	1 hour	2 hours	1 hour	3 hours	1 hour	5 hours
	Warehousing	1 hour	2 hours	1 hour	3 hours	1 hour	5 hours
	Exceptions: Occupancies with processing or having bulk storage of combustible materials capable of supporting slow-growing fires (e.g., paper, pulp, textile fibers, wood, bark, grain, coal or charcoal)	1 hour	3 hours	1 hour	3 hours	1 hour	5 hours

When performing torch-applied roofing, apply additional precautions and conduct a minimum 2 hours fire watch and 2 hours fire monitoring. If an infrared camera is utilized, reduce to a 1 hour fire watch and 1 hour fire monitoring.

When performing hot work on/in equipment containing nonremovable combustible linings or parts, apply additional precautions and conduct a minimum 1 hour fire watch and 3 hours fire monitoring within the equipment, and in the surrounding areas per Table above.

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