



Cherokee Nation
Woody Hair Community Center – Site Fencing
Kenwood, OK

BID & CONTRACTING
MANUAL

September 13, 2022





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Instructions to Bidders**1. Receipt and Opening of Proposals:**

Key Construction (herein called "Construction Manager", "CM", "Key Construction" or "Key") acting as Construction Manager for **The Cherokee Nation** (herein called the "Owner" or "Client"), requests proposals for specific Scope Packages for construction of the **Woody Hair Community Center** project in **Kenwood, OK**.

All Proposals shall be mailed or hand delivered to the following address:

Cherokee Nation
Attn: Shelly McClain
Cherokee Nation Financial Resources
17665 S. Muskogee Ave.
Tahlequah, OK 74464

and designated with the subject:

Woody Hair Community Center Kenwood – Site Fencing

Proposals shall be hand delivered or mailed in a sealed envelope clearly marked with project name, name of bidder and bid package number. Any proposal may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.

2. Proposal Due Date:

Due Date: Thursday, September 20, 2022
Time: 2:00 p.m. (CT)

3. Content to be included at Construction Manager's request:

Each bid proposal must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, ink or typewritten. Bidder shall submit proposals using the prescribed forms included herein.

- a. Complete Scope Package Form**
- b. Business Relationship Affidavit**
- c. Statement of Non-Collusion**

4. Examination of Site

Contractor shall examine site, making notes of existing conditions, comparing such with the plans and specifications, and be fully satisfied as to conditions of such before submitting their proposal. No allowance shall be subsequently made to the Contractor by reason of any error on his part.



5. Bid Security:
No bid bond is required.
6. Performance and Payment Bond Requirements: (Subcontractor contracts Only)
Bonds are not required.
7. Qualifications of Bidder:
The Owner or Construction Manager may make such investigations as he deems necessary to determine ability of the bidder to perform the work, and the bidder shall furnish to the Owner or Construction Manager all such information and data for this purpose as the Owner or Construction Manager may request. The Owner or Construction Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner or Construction Manager that such bidder is properly qualified to carry out the obligation of the Agreement for Construction and to complete the work contemplated therein. Conditional bids may not be accepted.
8. Schedule
Time is of the essence of the Contract. Bidders are to review the work of their particular Bid Package and all other Bid Packages in relation to the Project Schedule. The Subcontractor is committing to the Master Schedule of the project by submitting a Bid.
9. Questions and Interpretations:
All questions should be emailed to the following address:
ehanderson@keyconstruction.com
10. Acceptance and/or Rejection of Bid Proposals:
Key Construction will open bids with the Client. The Owner and/or the Construction Manager expressly reserve the right to waive all formalities or minor irregularities and to reject any or all bids. Combination of bid packages, incomplete bid packages and/or qualified bids may be subject to rejection.

No bid shall be withdrawn for thirty (30) calendar days after bidding.
11. Bid Alternates:
Bid Alternate prices shall be held for thirty (30) calendar days after bidding.



12. Project Specific Conditions:

All bidders must acknowledge all special conditions related to this project as identified in Section 00 81 00 – Project Specific Conditions.

13. Davis Bacon Wage Rates

All bidders should be aware that the project requires Davis Bacon wages and certified payroll. Refer to the included Davis Bacon Wage Determination.

End of Instructions to Bidders





SCOPE PACKAGE 02.01 – Temporary Site Security Fencing

Submitted by (Company Name per W-9 Form): _____

Provide the following *Lump Sum Proposal* as requested in accordance with all scope items listed in Scope of Work.

Scope Package 02.01 Base Bid: \$ _____

BID ALTERNATES:

Alternates shall be inclusive of all required labor, materials and equipment in accordance with all general scope items listed in the Exhibit "A" Scope of Work:

Alternate # 001 – Provide barbed wire on 45° arms on top of fencing

Alt. 001 – ADD: \$ _____

UNIT PRICING:

UP01 – Additional Mobilization for installation of barbed wire, fence repairs, etc. \$_____ per mobilization

TERO Certified ? **Yes / No (Circle One)** If certified, attach a copy of TERO certificate with bid.

Contact Name: _____

Address: _____

Phone / Mobile Phone: _____

Email: _____

Signature: _____



Other Comments:

By acknowledging items below, bidder certifies acceptance of these documents and that all associated costs have been included in the proposal amount. Any and all exceptions/comments to these documents must be attached to this proposal. Comments or requested revisions to these documents will not be accepted after this proposal date.

Acknowledge all scope of work items listed under scope of work (See Exhibit A)

Initial:

Acknowledge Exhibits A, B, D

Initial:

Addenda Included

#'s:

CM Clarifications Included

#'s:

SCHEDULE/EXPEDITING/SUBMITTALS

Target Schedule is attached. Please verify bidder is able to meet required installation dates.

Initial:

Davis Bacon Wage Rates & Certified Payroll Included

Initial:

TERO Work Permit Fees Included (\$25/worker/day for non-native workers)

Initial:

No obligation shall be incurred by the Owner or Key Construction to any Bidder by reason of the issuance of these written instructions, by any notification relating to this bid, or by any act other than the execution of a written Subcontract Agreement between Key Construction and the Bidder.



Cherokee Nation Woody Hair Community Center – Kenwood, OK

APPLIABLE SPECIFICATIONS:

Division 00 – Key Construction - Construction Manager's Bid Manual
Division 01 – General Requirements
Division 02 – Existing Conditions
Division 03 – Concrete
Division 05 – Metals
Division 32 – Exterior Improvements
323113 - Chain Link Fences and Gates

Complete
As Applicable
As Applicable
As Applicable
As Applicable
As Applicable
As Applicable

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.
Construction Manager (CM) shall mean Key Construction.

SCOPE OF WORK:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide the **Temporary Site Security Fencing work** for the **Cherokee Nation Woody Hair Community Center**, Kenwood, Oklahoma in accordance with the Contract Documents. It is further understood and agreed that this Subcontract also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s) or shown on the plans. This scope listing is to be used as a guideline and should not be considered as an all-inclusive list of items required to provide a complete scope of work under this proposal. Drawing and detail references are provided for reference only and are not to be considered as all-inclusive of Contract Documents for the particular items referenced. (Please note: The word "provide" when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other appurtenances necessary to complete the Work".) Subcontractor has familiarized himself with the documents and has included those items of work shown and noted on the documents and all other equipment, devices and components that are not shown or noted, but required to provide a complete, functional and working system that is in compliance with all local codes.

1. Provide 6' tall chain link fencing around site perimeter as indicated on site survey and site logistics plan. Fencing to be located 6" inside property lines.
2. Provide driven posts for all fencing.
3. Provide top rail for all fencing.
4. Provide any surveying and layout as may be required for work of this trade.
5. Provide heavy duty double swing gates mounted on schedule 40 steel pipe at locations indicated on site logistics plan.
6. Remove all temporary fencing upon project completion and as directed by CM. (Approximately 12-18 months after installation)
7. Install fence screening furnished by CM.
8. Provide barbed wire on 45 ° arms (ALTERNATE 1)
9. Provide any necessary traffic control and barricades for work relative to this bid package; coordinate lane closings etc. with Construction Manager and Authorities having Jurisdiction prior to such closings.

General

1. Subcontractor is responsible for all trade specific permits, licenses, certifications, and fees required to complete the Work.
2. All mobilizations and demobilizations as required to complete the work.
3. SDS (Safety Data Sheets) and subcontractor's safety programs are to be delivered to the project field office prior to the start of Work and are to remain for the duration of the project.
4. Work hours/days are expected to be as needed/directed to maintain durations and the project schedule. Any overtime and or weekend work necessary to maintain project schedule is the responsibility of Subcontractor.
5. Subcontractor's Work includes all layout from Contractor provided hubs and benchmarks. Subcontractor shall be responsible for the re-establishment of hubs and benchmarks if damaged or removed by Subcontractor's forces.

Exhibit A – (Scope of Work)

Exhibit B – (Contract Documents)

Exhibit C – (Project Schedule)

Exhibit D – (Safety Requirements)

Exhibit E – (Project Special Conditions)

SCOPE OF WORK EXCLUSIONS:

The following items are excluded from this Subcontract:

1. Permanent Fencing

BUSINESS RELATIONSHIP AFFIDAVIT

00410-1

STATEMENT OF NON-COLLUSION

(Name) _____, of lawful age, being first duly sworn, on oath says: (s)he is the duly

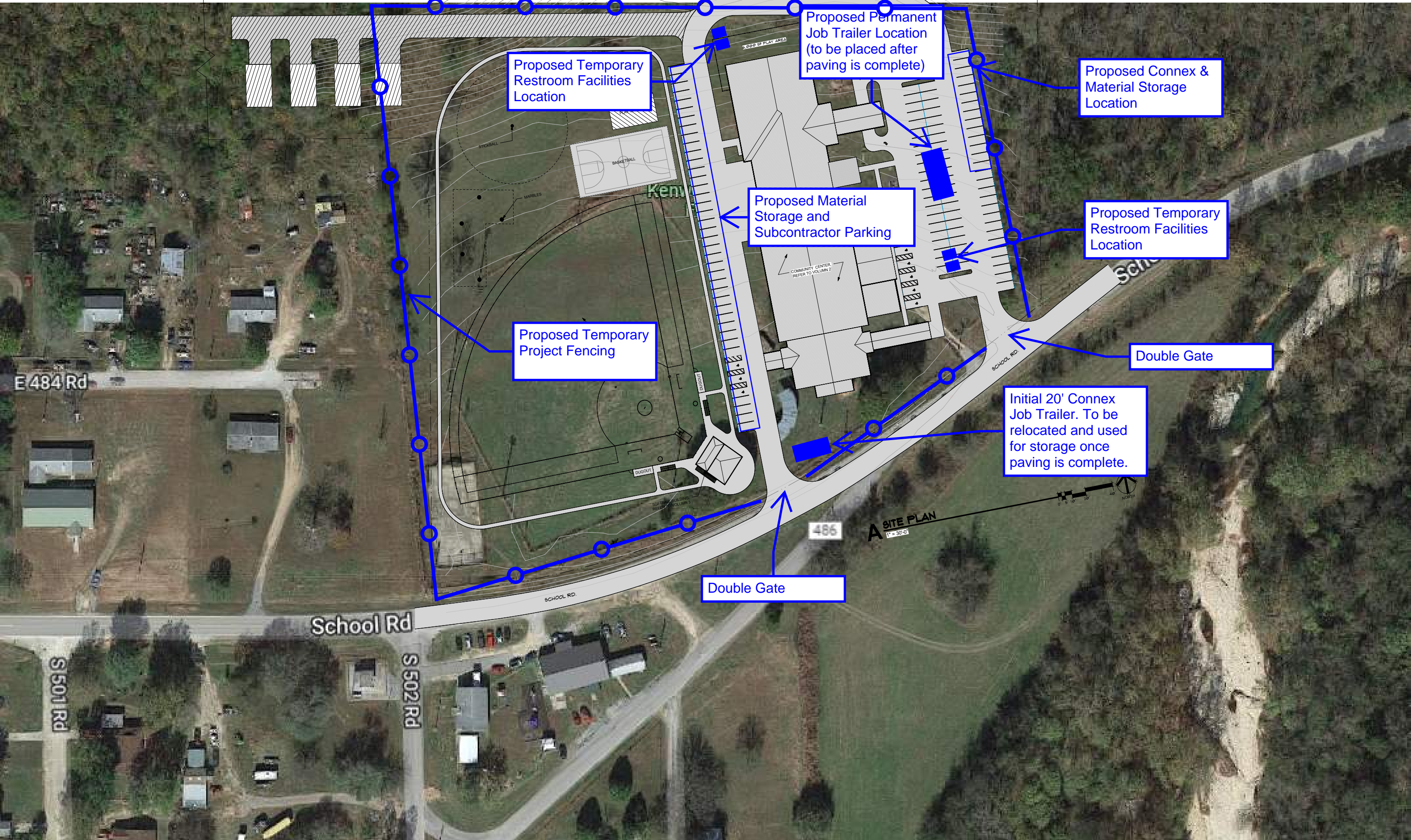
authorized agent of (Firm) _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and Cherokee Nation officials or employees, as well as facts pertaining to the giving or offering of things of value to Cherokee Nation personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached: (S)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid: and neither the bidder nor anyone subject to the bidder's direction or control has been a party: (a) to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding: (b) to any collusion with any Cherokee Nation official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor; (c) in any discussions between bidders and any Cherokee Nation official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Notary Public _____

My commission expires _____

STATE OF _____ COUNTY OF _____

(SEAL)



Proposed Temporary Restroom Facilities Location

Proposed Permanent Job Trailer Location (to be placed after paving is complete)

Proposed Connex & Material Storage Location

Proposed Material Storage and Subcontractor Parking

Proposed Temporary Restroom Facilities Location

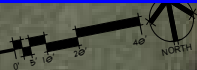
Proposed Temporary Project Fencing

Double Gate

Initial 20' Connex Job Trailer. To be relocated and used for storage once paving is complete.

Double Gate

A SITE PLAN
1" = 30'-0"





CHEROKEE NATION - KENWOOD
COMMUNITY CENTER
KENWOOD, OK



WALLACE DESIGN COLLECTIVE PROJECT NUMBER:
2140330

ISSUE DATE:
08/05/2022

ISSUE:
CONSTRUCTION
DOCUMENTS

OTHER ISSUE DATES:
NO. DESCRIPTION DATE

SHEET NAME:
SURVEY

SHEET NUMBER:
C200

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- Notes
1. ABSTRACT OF TITLE OR ATTORNEY'S TITLE OPINION NOT AVAILABLE TO SURVEYOR AT DATE OF SURVEY.
 2. THIS FIRM WAS NOT CONTRACTED TO RESEARCH EASEMENTS OR ENCUMBRANCES OF RECORD. NO ATTEMPT TO RESEARCH THE COUNTY RECORDS OR OTHER RECORD OFFICES WAS PERFORMED BY THIS FIRM, THEREFORE EASEMENTS MAY AFFECT THE SUBJECT TRACT THAT ARE NOT REFLECTED BY THIS PLAN.
 3. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. (CALL "OKIE" BEFORE DIGGING!!)
 4. THE VERTICAL DATUM FOR THIS SURVEY IS BASED ON GPS DATA (NAVD83).
 5. THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD83.

Legend

BM BENCHMARK
EM ELECTRIC METER
FL FLOW LINE
GUY GUY WIRE DOWN
LP LIGHT POLE
OE OVERHEAD ELECTRIC
TPED TELEPHONE PEDESTAL
UC UNDERGROUND CABLE
UE UNDERGROUND ELECTRIC
UG UNDERGROUND GAS

Benchmark Notes

3/8" Iron Pin 3/8" Iron Pin
ELEV=770.18 ELEV=755.53
N=492820.674 N=492864.809
E=2856621.751 E=2856950.969

Borehole Notes

Borehole: B-01 Borehole: B-02 Borehole: B-03
ELEV=775.13 ELEV=777.20 ELEV=758.07
N=492926.15 N=492940.59 N=492769.95
E=2856276.53 E=2856358.16 E=2856953.29

Borehole: B-04 Borehole: B-05 Borehole: B-06
ELEV=771.68 ELEV=766.71 ELEV=763.53
N=492990.39 N=492888.29 N=492924.52
E=2856874.22 E=2856857.87 E=2856913.62

Borehole: B-07
ELEV=757.17
N=492757.54
E=2856895.89

Borehole: P-01 Borehole: P-02 Borehole: P-03
ELEV=770.86 ELEV=756.08 ELEV=753.28
N=492885.29 N=492673.54 N=492911.31
E=2856207.11 E=2856386.47 E=2856611.74

Borehole: P-04 Borehole: P-05 Borehole: P-06
ELEV=763.82 ELEV=759.21 ELEV=755.13
N=492943.25 N=492920.26 N=492715.56
E=2856641.74 E=2856710.89 E=2856726.77

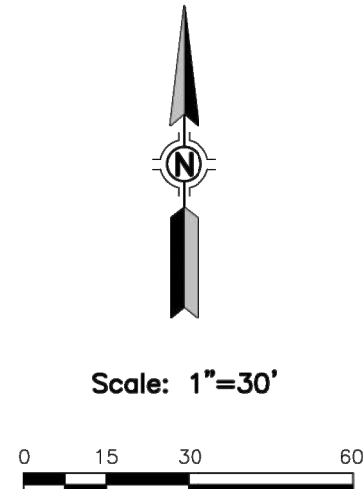
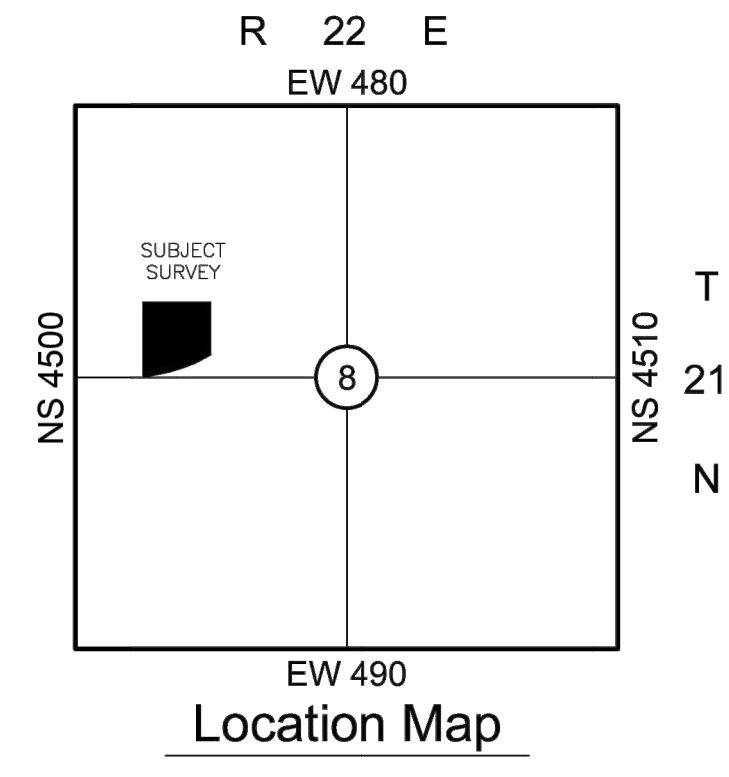
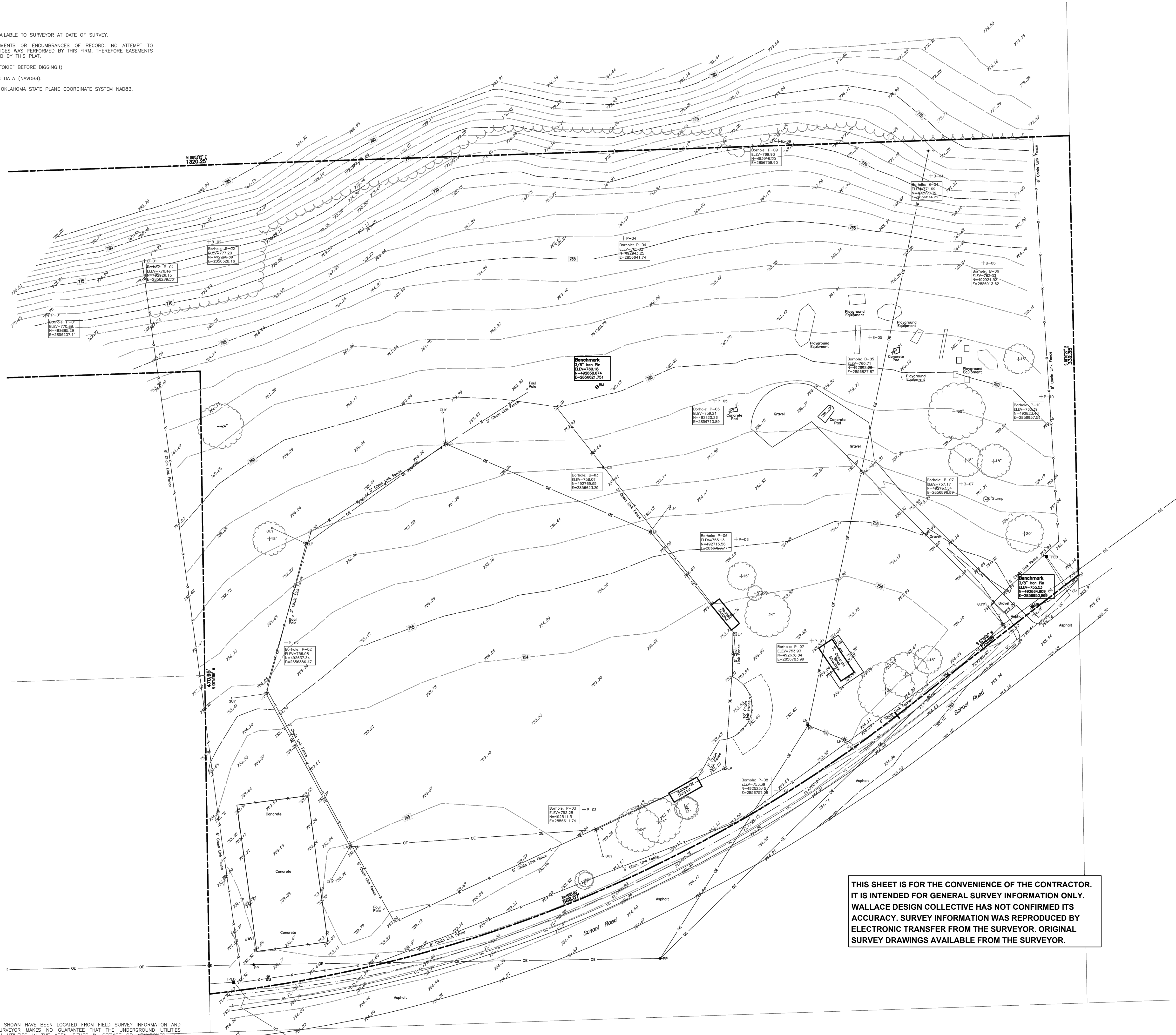
Borehole: P-07 Borehole: P-08 Borehole: P-09
ELEV=753.93 ELEV=753.39 ELEV=769.93
N=492838.84 N=492222.45 N=493016.55
E=2856783.99 E=2856757.08 E=2856758.90

Borehole: P-10
ELEV=760.39
N=492823.46
E=2856957.59



Utility Statement

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE JACAL EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES.



Topographic Survey
of A Part of
Cherokee Nation
Kenwood
Delaware County, Oklahoma

Surveyor's Certification

WE, BENNETT SURVEYING, INC., HEREBY CERTIFY THAT THE TOPOGRAPHICAL INFORMATION HEREON REPRESENTS A SURVEY PERFORMED UNDER OUR DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE.

THIS TOPOG SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS, AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 27TH DAY OF JANUARY, 2022.



BY: CLIFF BENNETT
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1815



REVISIONS	BY	DATE
1	CLB	01/27/22
2	CLB	01/27/22
3	CLB	01/27/22
4	CLB	01/27/22
5	CLB	01/27/22
6	CLB	01/27/22
7	CLB	01/27/22
8	CLB	01/27/22
9	CLB	01/27/22
10	CLB	01/27/22

FILE: 2122-08 SURVEY BY: CLB DATE: 01/27/22
ORDER: 220051 DRAWN BY: BAP SCALE: 1"=30'
SURVEY DATE: 01/25/22 CHECKED BY: CDB SHEET 1 OF 1



Job#: 00-00-000
Code: Specification Section
Date: 00/00/2018

SUBCONTRACT

(Fixed Fee Subcontract)

This **Subcontract** is by and between **KEY CONSTRUCTION OKLAHOMA, LLC ("Contractor")**, 5477 S. 108th E. Ave. Tulsa, OK 74146 and **SUBCONTRACTOR NAME, SUBCONTRACTOR ADDRESS** (Phone: (000) 000-0000 Fax: (000) 000-0000) ("**Subcontractor**").

CONTRACTOR AND SUBCONTRACTOR AGREE AS FOLLOWS:

Except as otherwise provided for herein, Subcontractor shall procure and furnish all materials, labor, supervision, equipment, facilities, supplies, licenses, and permits necessary to perform all work set forth below in the construction of **Cherokee Nation Woody Hair Community Center - Kenwood** located at **Kenwood, Oklahoma ("Project")** and owned by **Cherokee Nation of Oklahoma ("Owner")**, in accordance with this Subcontract and the contract between the Owner and Contractor dated **00/00/2019**, including all plans, drawings, conditions and specifications prepared by **Blue River Architects ("Architect")**, and all other documents forming or made part of said contract ("**Contract**"). Subcontractor represents and agrees that it has carefully examined all of the Contract, that the Contract and any Project schedules are sufficiently complete to have enabled it to determine the cost of the Work (as defined herein), and that the Contract is sufficiently complete to enable it to properly and timely perform the Work. If the Contract requires stricter performance or requirements than the terms of this Subcontract, the Subcontractor shall provide the stricter performance or requirements. The Contract is hereby incorporated by reference and made a part hereof, and Subcontractor is bound to Contractor by the same terms and conditions by which Contractor is bound to the Owner under the Contract. Subcontractor will not do, any act, omission, or commission, including any conduct that is negligent, intentional, or violates any law, which would constitute a breach of the Contract.

1. **SCOPE OF WORK.** Subcontractor shall perform the following work and all incidental work necessary to complete it ("**Work**"):

Provide all labor, materials, equipment, services, supervision, taxes, insurance, bonds (if required), overhead and profit required for this scope of Work, all in accordance with the contract documents listed in Attachment "A", geotechnical report, and in conformance with the requirements of all agencies having jurisdiction over this project:

****Insert Subcontractor Scope of Work**

General Items:

1. Subcontractor is responsible for all trade specific permits, licenses, certifications, and fees required to complete the Work.
2. All mobilizations and demobilizations as required to complete the work.
3. Subcontractor shall be responsible for scheduling and coordinating all required inspections by City, County, or State governments with Contractor and the regulating authorities in order to maintain project schedule.
4. Subcontractor shall coordinate with Contractor all scope related testing and inspections as required by the contract documents and shall cooperate with the Contractor's superintendent to ensure that all testing/inspections are complete. Subcontractor shall be responsible for all costs associated with re-testing and/or reinspection of a failed test.

5. Subcontractor shall provide all shop drawings and submittals as required by the contract documents or as otherwise required by this Subcontract. In the event of a conflict the more stringent requirement shall govern.
6. SDS (Safety Data Sheets) and subcontractor's safety programs are to be delivered to the project field office prior to the start of Work and are to remain for the duration of the project.
7. Subcontractor's qualified on-site representative (Project Superintendent, Foreman or equivalent) shall attend Contractor's mandatory pre-construction meeting which will be conducted approximately two weeks prior to commencement of the Work. Subcontractor's qualified on-site representative shall also attend all weekly progress meetings, beginning two weeks prior to commencement of the Work and continuing through final completion. The qualified representative must be knowledgeable regarding the scope and status of the Work, and must have the express authority to bind the Subcontractor with respect to all matters requiring the Subcontractor's approval or authorization.
8. Subcontractor's qualified on-site representative shall be present at the project site on a full time basis while Subcontractor's work is ongoing. This on-site representative shall also be assigned to this project only and shall not be replaced, unless written authorization has been given by Contractor for shared supervision or a qualified replacement. This on-site representative must speak English, and the failure to meet this requirement could result in an additional supervisor being provided by contractor at the Subcontractor's expense.
9. Weekly safety meetings are to be held by Subcontractor for every week that any of Subcontractor's personnel performs any Work on site. Documentation of each meeting shall be forwarded to the Contractor's field office within 24 hours of the meeting.
10. Subcontractor shall be responsible for coordination with other trades as required to maintain project schedule.
11. Work hours/days are expected to be as needed/directed to maintain durations and the project schedule. Any overtime and or weekend work necessary to maintain project schedule is the responsibility of Subcontractor.
12. Subcontractor must coordinate all non standardized work hours with jobsite superintendent.
13. Subcontractor shall be responsible for unloading, inventorying, storing, protecting and securing all materials to be installed under this Subcontract. Subcontractor must immediately notify Contractor of any missing or damaged materials including any materials supplied by Owner or others. Contractor will not be liable for any form of theft or damage to any stored materials, equipment, or tools.
14. Staging of materials per Contractor's jobsite superintendent.
15. Protection of new construction areas and materials to prevent damage to others' work. Damage caused by subcontractor will be the responsibility of the subcontractor.
16. Subcontractor shall be responsible for any necessary task lighting, including OSHA required temporary lighting. Temp lighting, safety lighting and any temporary barriers to be put back in their original condition if moved temporarily for the placement of work.
17. Subcontractor's Work includes all layout from Contractor provided hubs and benchmarks. Subcontractor shall be responsible for the re-establishment of hubs and benchmarks if damaged or removed by Subcontractor's forces.
18. Subcontractor's Work includes all required cutting, coring, drilling and materials removal and all required fire/smoke proofing to maintain all rated assemblies penetrated by this scope of Work.
19. Daily clean up to include removal of all debris and excess material. Subcontractor to provide personal trash receptacles at work locations which can be deposited into Contractor's container.

20. Indirect heaters or thermostatically controlled direct fire heaters may be used if approved in advance by Contractor. No "Salamander" type open flame heaters shall be used on the project.
21. Strict adherence to Contractor's I-9 policy is required prior to commencement of the Work – all documentation must be submitted to and approved by Contractor prior to Subcontractor's personnel being allowed onsite. (If applicable to project)
22. Subcontractor must strictly adhere to all SWPPP, NOI General Permit, and all local, county and federal storm water requirements at all times without exception. Subcontractor is responsible for washing, prior to leaving the project site, the tires of all vehicles brought to the project site which are associated with Subcontractor's Work; this is a zero tolerance policy. Subcontractor must protect and replace storm water BMP's moved or modified in connection with the Work. Subcontractor is responsible for cleaning all track-out that occurs as a result of Subcontractor's Work.
23. Subcontractor is responsible for all spoils removal from the project site to an approved offsite location.
24. All necessary barriers and traffic control as required for Subcontractor's Work.
25. All water required for Subcontractor's Work including meter fees and temporary tap fees.
26. Subcontractor shall be required to provide all required closeout material prior to final retainage payment, including but not limited to all warranties, product manuals, maintenance requirements, Training, test reports, as built drawings, attic stock and final lien releases.

2. **SUBCONTRACT TIME.** Time is of the essence of this Subcontract. Subcontractor shall commence the Work within **5** days after receiving notice to proceed from Contractor. Duration and portion of work as follows:

3. **INVESTIGATION OF PROJECT.** Subcontractor has fully acquainted itself with and shall be solely responsible for all conditions affecting the Work, the Project site and surrounding conditions, as well as all laws, ordinances, regulations, directives, and governmental requirements applicable to the Work, and the availability of all materials, supplies, labor, and utilities necessary to perform the Work. Subcontractor assumes all risk and expense of any variances between actual conditions and any conditions represented in the Contract or this Subcontract, including but not limited to subsurface conditions, prior work performed by other parties, and the proper removal and disposal of waste and contaminants encountered on the Project. Subcontractor shall immediately notify Contractor in writing of any hazardous material or condition encountered on the Project site, or the release by Subcontractor of any contaminant or substance, the reporting of which is required under any law or regulation and shall, if ordered by Contractor, stop the Work until receiving further directions from Contractor.

Subcontractor represents and agrees that it enters into this Subcontract on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Contractor, Owner or Architect, or of any of their respective officers, agents or employees. Should it appear that the Work hereby intended to be done, the material to be furnished, or any of the matters relating to said Work or materials, are not sufficiently detailed or explained on the drawings or in the specifications, Subcontractor shall make written application to Contractor within forty-eight (48) hours of such discovery for such other and further drawings or explanations as may be necessary and shall conform to the same without extra compensation as part of this Subcontract. Subcontractor shall provide written notice within forty-eight hours to Contractor of any labor dispute or inability to supply adequate labor for the Work.

4. **EXECUTION AND PROGRESS OF THE WORK.** Subcontractor shall make all necessary arrangements and coordinate its Work with the Contractor, other subcontractors and the Owner's representatives so as not to delay or impair the progress of the Work or efforts of other subcontractors, suppliers, or any other person or entity on the Project. Subcontractor shall promptly submit for approval to Contractor **Electronic** copies of all shop drawings, samples, product data and other submittals within **14** days of Contractor's request therefore. Contractor shall reimburse Subcontractor the actual cost of fuel and/or other consumables attributable to Contractor's use. Subcontractor shall be responsible for unloading, storing and protection against theft, vandalism, adverse weather or damage due to other causes of all materials, supplies and equipment necessary to

perform the Work. Subcontractor's representative on the Project shall at all times have the authority to act in all respects on behalf of Subcontractor. Contractor may at any time request Subcontractor to provide adequate assurances that it possesses the capability to complete performance of this Subcontract, and the failure of Subcontractor to supply such assurances to Contractor's satisfaction shall constitute a breach of this Subcontract.

Should Subcontractor's Work be delayed, hindered, suspended, forced out of sequence, re-sequenced, interfered with, or otherwise disrupted in any way by any act or omission of Contractor or by any other Contractor or Subcontractor on the Project, or by any cause beyond Subcontractor's control, including Acts of God, and not due to any fault, act or omission on its part, then the time for completion of the Work shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes, as determined by Contractor in its sole discretion. Such extension of time shall be Subcontractor's sole and exclusive remedy for any such occurrence or occurrences, and Subcontractor shall have no claim for damages against Contractor, Owner or Architect for any such occurrence or occurrences or the cumulative impact of the same.

5. **SUBCONTRACT PRICE; PAYMENT.** As full compensation for the full, timely and satisfactory performance of the Work, and subject to the terms and conditions of payment described herein, Contractor will pay Subcontractor, in the manner described below, the fixed-price of **(Subcontract Amount in Words)** ----- Dollars **(\$00,000.00)**, subject to additions and deductions as provided for in this Subcontract. Subcontractor shall submit pay applications at such intervals and at such times as directed by Contractor. Subcontractor shall submit with any such pay application whatever affidavits, releases, waivers, receipts, vouchers and other documents relating to the Work covered by such pay application as may be required by Contractor. Contractor shall pay Subcontractor no later than seven (7) business days following Contractor's receipt of payment from Owner for that portion of Subcontractor's Work included in Contractor's application for payment to Owner. Such payment shall be the value of Work completed by Subcontractor during the previous payment period and which Owner and Contractor have approved and accepted and for which Owner has paid Contractor less **Ten Percent (10 %)** retainage. Subcontractor acknowledges and agrees that the receipt by Contractor of payment from Owner for Work satisfactorily completed by Subcontractor is an express condition precedent to Contractor's obligation to pay Subcontractor for such Work under this Subcontract or the Contract, whether such payment is a periodic or final payment. Subcontractor acknowledges and agrees that it is relying on the credit of Owner, not Contractor, for payment under this Subcontract and the Contract. If Owner pays Contractor an amount in consideration for Subcontractor's Work that is less than the full amount sought by Contractor and/or Subcontractor in consideration for Subcontractor's Work, then Contractor shall have no obligation to pay Subcontractor more than the amount it receives from Owner on account of Subcontractor's Work, less any markup or costs incurred by Contractor to which Contractor is entitled. Subcontractor expressly assumes the risk that Owner will not pay all or any part of the amounts due Contractor under the Contract for Work performed by Subcontractor under this Subcontract. Acceptance of periodic progress payments by Subcontractor shall constitute a waiver by Subcontractor of any and all claims Subcontractor has or may have against Contractor, its surety, the Owner, the premises, the Project or any payment bond up to the time of each such payment. Subcontractor shall promptly pay all costs and expenses incurred in the performance of this Subcontract as they become due and shall furnish satisfactory evidence and verification of payment when requested by Contractor. Subcontractor shall not divert any payments received to the satisfaction of obligations unrelated to the Project. Subcontractor agrees that by submitting a request for payment under this Subcontract, Subcontractor is certifying that as of the date of such request for payment:

(i) all charges for labor, materials and services of every nature arising in connection with this Subcontract have been paid in full or will be paid in full with the proceeds of such request, and that there will remain no charge by any subcontractor, vendor, or individual furnishing labor or material in connection with this Subcontract to the date of such request for which a lien could be filed or claim asserted, arising out of or in any way related to this Subcontract; and

(ii) any and all obligations, liabilities, claims, demands and rights thereto against Contractor, Owner, Contractor's surety, the Project or the premises arising from or in any way relating to this Subcontract (including modifications thereto, whether oral or written, and charges for extra work or increased costs, if any), have been, with the exception of retainage, released, waived, and forever discharged.

Subcontractor further agrees to immediately cause to be released any lien or other charge asserted against the Project or the premises as a result of or arising in connection with the Work, and shall promptly and fully indemnify and hold harmless Contractor and Owner against any claim, loss or damage arising from or in connection with the Work, including claims seeking payment for labor, material, equipment or services, furnished

or allegedly furnished in connection with the Work. Subcontractor agrees that Contractor may (i) withhold from any amount otherwise owed Subcontractor the amount of any claim seeking payment for labor, material, equipment or services, allegedly furnished in connection with the Work; (ii) make payment to Subcontractor and any such claimant by joint check; (iii) after notice to Subcontractor, pay any such claimant directly from the funds otherwise owed Subcontractor; (iv) withhold from any amount otherwise owed Subcontractor an amount sufficient to compensate for any breach by Subcontractor of any provision of this Subcontract; and (v) withhold from any periodic progress payment or final payment otherwise owed Subcontractor, such amount as Contractor, in its sole discretion, deems sufficient security for the satisfactory performance and timely completion of the Work and for payment of all other outstanding obligations of Subcontractor arising from this Subcontract or the Work. No payment received from the Owner and paid by Contractor to Subcontractor shall operate as an acceptance of the Work performed or materials furnished. Subcontractor further grants Contractor a lien upon all materials, tools and equipment of Subcontractor at the Project site or to be used in connection with the Work as security for the satisfactory performance and timely completion of the Work and for payment of all other outstanding obligations of Subcontractor arising from this Subcontract or the Work.

6. **INSURANCE.** Subcontractor shall maintain during the performance of the Work, and if required, during the warranty period, insurance coverages with a reputable insurance company acceptable to Contractor and limits as follows, or such higher limits as may be required by the Contract:

- A. Worker's compensation, including occupational disease insurance meeting the statutory requirements of the state in which the Project is located, together with All States Coverage and containing Employer's Liability Insurance in an amount of at least Five Hundred Thousand Dollars (\$500,000). Coverage shall include a Waiver of Subrogation in favor of Contractor, where allowed by law. If Subcontractor is leasing employees, coverage must include an Alternate Employer Endorsement.
- B. Commercial General Liability Insurance providing limits for bodily injury, property damage and personal injury not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and \$2,000,000 General Aggregate for Completed Operations, with the General Aggregate to be per project. The policy must name Contractor and Owner (and others if required in the Contract Documents, or by the Owner) as Additional Insureds and shall include Premises-Operations, Completed Operations per CG 2010 (11-85), or its equivalent, Broad Form Property Damage, Contractual Liability, Products and Completed Operations (which shall be maintained in force for a period of two (2) years after substantial completion of the Project, or for such longer period of time as is described in the Contract Documents) and must be endorsed as Primary/Non-Contributory to any insurance of the Additional Insureds. The Contract may require the policy to name additional parties as Additional Insureds. XCU cannot be excluded. Coverage shall include a Waiver of Subrogation in favor of Contractor where allowed by law.
- C. Commercial automobile liability insurance on an occurrence basis, covering all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000.
- D. If Contractor provides builders risk coverage on the Project, Subcontractor shall be insured in accordance with the terms and conditions of such policy. Subcontractor shall be responsible for the deductible with respect to damage to the Work. If Contractor and Subcontractor both have builders risk policies insuring the Work, Contractor's builders risk policy shall be deemed excess.
- E. Subcontractor shall maintain umbrella liability policy if required in the Contract Documents, or to meet the underlying insurance requirements, and shall include Contractor and Owner (and others if required in the Contract Documents, or by Owner) as Primary and Non-Contributory Additional Insureds. The Umbrella should follow-form the underlying policies.
- F. Subcontractor shall maintain Professional Liability Coverage for any Work that requires Subcontractor to subcontract professional services from a licensed architect and/or engineer. The minimum limit of liability of such coverage shall be not less than \$1,000,000 per occurrence. The policy may be written as Claims Made (retro date must be prior to the Contract date and must have an extended reporting period extending a minimum of two (2) years after completion of the

Work) or Occurrence Coverage (coverage shall be maintained in force for a period of two (2) years after completion of the Work).

G. Pollution Liability insurance is Required [] Not Required []

Subcontractor is required to purchase and maintain Pollution Liability insurance covering Bodily Injury, Property Damage (including loss of use of damaged property and property that has not been physically injured), clean-up costs, and defense or settlement of claims, with limits not less than

Each incident	\$1,000,000
Aggregate	\$2,000,000
Deductible	(Key must approve deductible amount in writing).

Contractor and Owner shall be named as additional insureds on a primary/noncontributory basis with a waiver of subrogation in favor Contractor and Owner. Pollution Liability coverage shall be maintained for a minimum of two (2) years after completion of the Work.

In addition, if applicable, Subcontractor must comply with the Motor Carrier Act of 1980, and Subcontractor's automobile insurance shall include ISO form CA 99 48, broadened pollution liability endorsement, or its equivalent, and the required MCS 90 endorsement.

- H. Subcontractor's policies must be primary and other insurance maintained by Contractor is excess to Subcontractor's insurance and shall not contribute to losses or damages covered under Subcontractor's policy.

All of Subcontractor's insurance policies must be provided by an insurance company which has a Best's Rating of at least an A and, to the fullest extent permitted by law, shall include a waiver of subrogation rights against Contractor, Architect, and Owner.

Each of Subcontractor's subcontractors who perform services on the Project shall be required by Subcontractor to provide insurance coverage equivalent to that of Subcontractor before such suppliers or subcontractors come upon the jobsite.

Subcontractor shall furnish to Contractor certificates of insurance for itself and all Sub-subcontractors within ten (10) days after executing this Subcontract and prior to commencement of the Work. Such certificate must state that the coverage will not be altered, cancelled, or allowed to expire without thirty (30) days prior written notice to Contractor by registered mail. In the event any deficiency in Subcontractor's insurance coverage is discovered after Subcontractor has commenced the Work, Contractor may withhold payment to Subcontractor until Subcontractor procures the required insurance. The failure of Contractor to reject Subcontractor's certificate of insurance shall not be deemed a waiver of Contractor's right to demand, at any time, strict compliance with the provisions of this paragraph 6.

In the event Subcontractor uses any property owned by Contractor, Subcontractor shall insure against any claims of injury or damage which may occur while such property is in Subcontractor's care, custody or control, and Contractor must be designated as an additional insured on any such policy. Liability limits shall be in the amount as set forth in subparagraph B above. Physical damage insurance for damage to the property shall be on a "replacement cost" basis, and, to the fullest extent permitted by law, waiving subrogation against Contractor.

7. INDEMNITY. To the fullest extent permitted by law, Subcontractor shall indemnify Contractor, Architect and Owner, and their respective officers, directors, owners, shareholders, members, managers, employees, agents, insurers, sureties, and parent and affiliated entities, from all losses, damages, judgments, costs and expenses of every kind and description (including, without limitation, attorneys, consultants and experts' fees) and hold them harmless from all claims, demands, suits, and actions including without limitation claims, demands, suits, or actions alleging negligence, intentional tort, or violation of law, arising out of or in any way related to (i) the performance of the Work by Subcontractor, Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) any breach of this Subcontract by

Subcontractor, or (iii) any act, omission or commission by Subcontractor, Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, their invitees, or any person performing work directly or indirectly on behalf of Subcontractor, or (iv) arising wholly or in part out of any act, omission or commission of Subcontractor, Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or those for whom Subcontractor is responsible. The provisions of this paragraph are binding on Subcontractor where Subcontractor is, or is alleged to be, the cause, directly or indirectly, in whole or in part, of any injury, damage or loss, regardless of whether any or all of the persons and entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the Subcontractor is obligated to provide indemnification. Subcontractor's obligation to indemnify hereunder shall not apply to any claim resulting solely from the act or omission of Contractor, Architect or Owner.

8. **CHANGES; EXTRA WORK.** Changes in the scope of Work and its scheduling may only be made upon written order from Contractor's authorized representative to Subcontractor. Contractor's authorized representative for this Project is: **Project Manager**. When Contractor orders in writing, Subcontractor shall make any and all changes in the Work which are within the general scope of this Subcontract. Adjustments in the Subcontract price or Subcontract time, if any, resulting from such changes shall be set forth in a written change order. No such adjustment shall be made for any changes performed by Subcontractor that have not been ordered in writing by Contractor. Notwithstanding any inability to agree upon any adjustment or the basis for an adjustment, Subcontractor shall, if directed by Contractor, nevertheless proceed in accordance with the written change order, and the subcontract price shall be adjusted as reasonably determined by Contractor with any dispute to be resolved after the completion of the Work. Payment from Owner to Contractor is a condition precedent to payment by Contractor to Subcontractor for any changes in the Work. Unless Contractor and Subcontractor agree in writing to the contrary, Subcontractor shall be entitled to receive on all approved change orders an amount equal to Subcontractor's (a) cost of materials, (b) cost of labor, and (c) actual labor burden, plus ten percent (10%) of the aggregate of items (a), (b) and (c) for Subcontractor's profit, overhead, and administrative expense. The cost of any equipment used by Subcontractor on such change order work shall be paid to Subcontractor at the market rental rate for such equipment for the geographic area in which the Project is located. Subcontractor shall submit all pricing information and supporting documentation as may be required by Contractor.

9. **CLAIMS FOR ADDITIONAL COST OR TIME.** Subcontractor shall give Contractor advance written notice of any claim for an increase in the Subcontract price and/or the Subcontract time within ten (10) days after the occurrence giving rise to the claim or within ten (10) days after Subcontractor first recognizes the condition giving rise to the claim, whichever is earlier. Adjustments in the Subcontract price or Subcontract time, if any, resulting from such claims shall be set forth in a written change order. No adjustment shall be made for any work performed by Subcontractor unless a timely, written claim is made and the work is authorized by Contractor through a written change order.

10. **DISADVANTAGED BUSINESS ENTERPRISE.** If Subcontractor is to perform as a Disadvantaged, Small, Minority or Female-Owned Business Enterprise ("DBE"), Subcontractor (i) agrees that all Work required by this Subcontract will be performed, managed and supervised by Subcontractor's own forces, except for Work sub-subcontracted to others with Contractor's prior written consent, and (ii) shall do all things necessary to comply with all applicable federal, state or municipal laws, rules, regulations or ordinances governing the Subcontractor's performance and continuing certification as a DBE so that its performance will count toward Contractor's DBE requirements in the Contract.

11. **WARRANTY.** Subcontractor warrants that all materials and equipment furnished under this Subcontract will be new and of good quality, that the Work will be free from defects, and that the Work will conform to the requirements of this Subcontract and the Contract. Subcontractor's warranty shall be in effect for the longer of twelve (12) months from the date of substantial completion of the Project or, if the Contract requires Contractor to warrant any item of the Work for more than twelve (12) months, the warranty period set forth in the Contract. Subcontractor shall provide any additional warranties that may be required in the Contract. Subcontractor shall replace or repair to Owner's and Contractor's satisfaction any material or workmanship in the Work deemed defective by Owner or Contractor.

12. **COMPLIANCE WITH LAW.** Subcontractor, at its own expense, shall comply with all applicable local, state and federal laws, rules, regulations and ordinances, including, but not limited to, those governing:

immigration, wage and hour, employment, drug-free workplace, occupational safety and health, and matters affecting the environment, storm water, run-off/pollution, soil erosion and sedimentation control. In addition, Subcontractor shall comply with the Storm Water Pollution Prevention Plan (SWPPP) and the **Oklahoma Department of Environmental Quality** general permit, and, upon request, shall execute any related certification statement. Subcontractor warrants and represents it is properly licensed to perform the Work within the jurisdiction where the Project is located. Subcontractor shall indemnify and hold Contractor, Architect and Owner harmless from all claims, including, but not limited to, citations, assessments, fines, penalties, attorneys' fees, costs and expenses which may be assessed against Contractor, Architect or Owner, resulting from or arising out of Subcontractor's failure to so comply.

13. **EMPLOYMENT.** Without limiting Subcontractor's obligation to comply with all applicable laws, Subcontractor specifically commits to comply with all federal, state or local laws concerning immigration and employment of undocumented workers. Such laws include but are not limited to the federal Immigration Reform and Control Act (IRCA) and the required Form I-9, the federal SSN mismatch regulations if and when such regulations are effective, and similar state statutes, regulations and executive orders and local ordinances. Subcontractor is responsible for all Subcontractor employees being properly classified, for all Subcontractor employees being eligible to work in the United States as required by IRCA, Form I-9 and similar laws, for maintaining all records required by IRCA, Form I-9 and similar laws, and for ensuring that any independent contractor of Subcontractor is properly classified. Subcontractor further commits that if Subcontractor obtains evidence that one of its employees or independent contractors is not authorized to work in the United States, Subcontractor will promptly take reasonable steps to investigate and resolve the issue. Subcontractor and Contractor agree that Contractor has no responsibility for Subcontractor's compliance with applicable immigration and undocumented worker laws such as IRCA and Form I-9, Subcontractor further agrees to similarly require any Sub-subcontractor to comply with all applicable laws, including, but not limited to, applicable immigration and undocumented worker laws.

14. **DEFAULT; TERMINATION.**

A. Remedies for Default. If the Subcontractor (a) fails to supply the labor, materials, equipment or supervision in sufficient time and quantity to meet the Contractor's progress schedule as it may be modified; (b) causes stoppage or delay of or interference with the Project; (c) fails to pay its subcontractors, laborers, suppliers, materialmen and/or employees for work on the Project promptly; (d) fails to pay workers' compensation or other employee benefits, withholding or any other taxes; (e) fails to comply with the safety provisions of this Subcontract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project; (f) makes unauthorized changes in supervisory personnel; (g) fails in the performance or observance of any of the provisions of this Subcontract; or (h) shall file a voluntary petition in bankruptcy or be adjudicated insolvent; obtain an order for relief under Section 301 of the Bankruptcy Code; file any petition or fail to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief for debtors; or seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of any of its assets or property; make an assignment for the benefit of creditors; or make an admission in writing of its inability to pay its debts as they became due, then Contractor, after giving the Subcontractor written (or oral, confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

(i) Require that Subcontractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Subcontractor's default;

(ii) Remedy the default by whatever means Contractor may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Subcontractor) and deducting the cost thereof from any monies due or to become due to Subcontractor hereunder;

(iii) Terminate this Subcontract, without thereby waiving or releasing any rights or remedies against Subcontractor or its sureties, and by itself or through others take possession of

the Work, and all materials, equipment, facilities, tools, scaffolds and appliances of Subcontractor relating to the Work, for the purposes of completing the Work and securing to Contractor the payment of its costs and other damages under the Subcontract and for the breach thereof; and

(iv) Recover from Subcontractor all costs incurred by Contractor to complete the Work plus a 10% mark-up for overhead and profit, and further recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by Contractor by reason of or as a result of Subcontractor's default.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents or now or hereafter at law or in equity.

After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work and payment therefore by Owner, Contractor shall promptly pay Subcontractor the balance of the Subcontract Price, if any.

Subcontractor further agrees that its breach of any other agreement, contract, or subcontract between the Contractor (or a Joint Venture that includes the Contractor) and Subcontractor pertaining to any other project or site shall be and constitutes a material breach of this Subcontract. Subcontractor specifically agrees that, as a material matter of inducement and consideration for the award of this Subcontract, in the event of such breach of any other agreement, contract, or subcontract, the Contractor shall be entitled to all its rights and remedies provided hereunder with respect to a breach of this Subcontract.

- B. Owner's Termination and Suspension: This Subcontract will terminate, or the Work will be suspended, to the extent that the Contract between the Owner and Contractor is terminated or the Owner suspends the work of the Contract, in whole or in part. Such termination or suspension shall be effective twenty-four (24) hours after Subcontractor receives written notification of the termination or suspension from the Contractor.
- C. Termination or Suspension for Contractor's Convenience: This Subcontract may be terminated or the Work may be suspended at any time for Contractor's convenience upon Contractor giving twenty-four (24) hours prior written notice to Subcontractor that this Subcontract is terminated or the Work is suspended, in whole or in part.

In the event this Subcontract is terminated or suspended in accordance with paragraphs 14.B. or 14.C. Subcontractor shall immediately suspend or terminate the Work as directed by Contractor and Subcontractor shall be paid for work performed through the date of termination in accordance with Paragraph 5. Subcontractor shall have no right to payment for any Work not performed nor any claim for overhead or profit on unperformed Work.

15. **LIQUIDATED DAMAGES.** In the event the Contract provides for liquidated damages or other damages for delay and such damages are assessed by Owner against Contractor, then Contractor may assess such damages against Subcontractor in proportion to its share of the responsibility for such delay and damage. Nothing in this paragraph shall limit Contractor's right to claim all actual damages sustained by Contractor as a result of any Subcontractor delay.

16. **DISPUTES.** Any dispute between Contractor and Subcontractor, arising out of or related to this Subcontract that cannot be settled through direct discussions shall be submitted to mediation as a condition precedent to arbitration or litigation. Unless the parties mutually agree otherwise, the mediation shall be conducted pursuant to the Construction Industry Mediation Procedures of the American Arbitration Association then in effect and, to the fullest extent permitted by law, shall be conducted in Tulsa, Oklahoma. A request for mediation shall be made in writing and delivered to the other party in accordance with the Notice provisions of this Subcontract. The parties shall share mediator's fees and expenses equally. Any dispute that cannot be settled through mediation shall be resolved by litigation, unless Contractor, in its sole discretion, elects to have such dispute resolved by binding arbitration. Subcontractor shall provide thirty days written notice to Contractor prior to the initiation of any litigation which may involve Contractor, in order to afford Contractor an opportunity to elect binding arbitration. In the event Contractor elects binding arbitration, Contractor shall provide Subcontractor with written notice of its election to arbitrate, and Subcontractor shall be bound by Contractor's decision. Any arbitration shall be conducted pursuant to the Construction Industry Arbitration Rules issued by the American

Arbitration Association then in effect and, to the fullest extent permitted by law, shall be conducted in Tulsa, Oklahoma. Any arbitration award shall be final and may include compensatory damages against either party. Contractor and Subcontractor waive any claim for punitive damages against the other. Contractor may join or consolidate arbitration with the Owner, Architect, any other Subcontractor, or any other party having an interest in the proceeding. Subcontractor hereby consents to such joinder or consolidation, which may be ordered at the sole discretion and election of Contractor. Subcontractor shall furnish all notices and information necessary for Contractor within the time required under the Contract to enable Contractor to timely assert a claim or a defense of Subcontractor. For any dispute between Contractor and the Owner or Architect which involves the Subcontractor's Work, in whole or in part, the Subcontractor shall be bound by the outcome of the dispute resolution procedure between the Contractor and the Owner or Architect. Contractor shall pay Subcontractor the amount of the proportionate share of any recovery due Subcontractor on the basis of the ratio of Subcontractor's claims to other claims that are asserted, less the expenses and attorneys' fees of the procedures, provided Subcontractor's claims and other claims are substantially similar and reasonably justified as to merit and actual costs incurred as determined by the Contractor. Subcontractor shall pay Contractor its proportionate share of any recovery by the Owner against Contractor involving Subcontractor's work or materials and pay Contractor its proportionate share of the expenses and attorneys' fees incurred in defending such claim by Owner against Contractor. To the extent Contractor does not elect arbitration and, to the fullest extent permitted by law, the parties agree and stipulate that the Tulsa County District Court for the State of Oklahoma is the court of exclusive jurisdiction and venue to determine any dispute between Contractor and Subcontractor arising out of or relating to this Subcontract. Contractor and Subcontractor further agree that this Subcontract shall be construed, interpreted and governed in accordance with the laws of the State of Oklahoma. Notwithstanding any claim, dispute or other controversy between Subcontractor and any other party, it shall be the responsibility of Subcontractor to continue to prosecute the Work in conformity with this Subcontract. Subcontractor shall have no right to cease performance under this Subcontract for any reason or to permit the prosecution of the Work to be delayed. In the event it is necessary for Contractor to retain an attorney to enforce any of the terms and conditions of this Subcontract, Subcontractor shall pay all of Contractor's attorneys' fees together with the filing fees, arbitration hearing fees, litigation and arbitration costs and fees, witness fees (including expert witness and consultant fees) and all other related costs and expenses.

17. **LIEN WAIVER.** Notwithstanding any other provisions herein and, to the fullest extent permitted by law, Subcontractor irrevocably waives any right to file a mechanic's lien or materialman's lien on the Project.

18. **PAYMENT AND PERFORMANCE BONDS.** Contractor may require Subcontractor to furnish to Contractor, as the named Obligatee, appropriate surety bonds to secure the faithful performance of the Work and to satisfy all Subcontractor payment obligations arising under or in connection with this Subcontract. The Subcontractor surety bond requirements, if any, applicable to this Subcontract are as follows:

Subcontractor Performance and Payment Bonds or joint check agreement required (check appropriate box)

- | | |
|---|---|
| <input type="checkbox"/> Bonds Required | <input type="checkbox"/> Bonds Not Required |
| <input type="checkbox"/> Personal Guarantee Required | <input type="checkbox"/> Personal Guarantee Not Required |
| <input type="checkbox"/> Joint Check Agreement Required | <input type="checkbox"/> Joint Check Agreement Not Required |

If a performance or payment bond, or both, are required of Subcontractor under this Subcontract, then said bonds shall be in the full amount of the Subcontract Price, unless otherwise specified herein and evidence of such bonds shall be furnished by Contractor before Subcontractor commences any work under this Subcontract. The bonds shall utilize Contractor's standard bond form and be issued by a surety licensed in the state in which the work is to be performed. Additionally, the surety providing bonds for this subcontract must have an A.M. Best Rating of "B" or higher, be listed in the Department of Treasury's Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" (unless otherwise authorized in writing by the Contractor). The bonds shall be multiple obligee bonds in favor of the Owner, the Owner's Lender, and the Contractor and their respective successors and assigns, and shall be increased in the event of an increase in the Subcontract Price. The premium for such bonds shall be included in the Subcontract Price. Additionally, Contractor may at any time during performance of the work, require Subcontractor to furnish Performance and Payment Bonds, as stated above. In such event, the premium for such bonds will be added to the Subcontract price as a change order. Subcontractor shall only be entitled to recover

the actual cost, without markup, of any bond required hereunder. In the event the Subcontractor shall fail to promptly provide any required bonds, the Contractor may terminate this Subcontract without liability to Subcontractor and enter into a subcontract for all or part of the balance of the Subcontract Work with another subcontractor. All Contractor costs and expenses incurred by the Contractor as a result of said termination shall be paid by the Subcontractor.

19. **SUB-SUBCONTRACTS.** Subcontractor shall not assign or sublet any portion of this Subcontract or its proceeds without the advance written consent of Contractor. Subcontractor shall incorporate by reference this Subcontract into any sub-subcontract or other agreement covering any portion of the Work. Subcontractor shall, before commencing the Work and at any time requested by Contractor, but in no event less than once per month, furnish Contractor a written list of the names, addresses and contact information of all subcontractors, suppliers and any other entities that may furnish labor or materials in the prosecution of the Work. Subcontractor shall cause the terms and conditions of the Contract to flow down into any sub-subcontracts. Subcontractor shall provide to Contractor, upon request, copies of any sub-subcontracts.

20. **SAFETY; CLEAN UP.** Subcontractor shall comply with all safety policies and rules of Contractor and Owner, and shall take all actions and precautions necessary to ensure the safety of its employees, the general public, and all other persons on, around, or affected by the Work. Subcontractor shall ensure that all persons engaged in the Work shall wear PPE (Personal Protective Equipment) including hard hats, safety glasses, Hi-Vis shirt (must extend over the shoulder a minimum of 3") or Hi-Vis vest or Hi-Vis jacket, long pants and construction-grade all-leather work boots that are at least 6" high and fit over the ankle, whenever on the Project jobsite. Subcontractor shall attend all safety meetings as directed by Contractor. Subcontractor shall keep the Work area clean, neat and orderly, to the satisfaction of Contractor. Subcontractor shall provide daily cleanup of the Work area so as to not delay or impair the progress of the Work or the work of others in the Project. Upon 24 hour notice to Subcontractor, Contractor may undertake any cleanup efforts it deems necessary. Cost for cleanup shall be assessed at the greater of actual cost plus 10% overhead and profit, or at an hourly rate equal to the labor unit cost proposed by the subcontractor for submittal change orders plus 10% overhead and profit.

21. **ENFORCEMENT.** Failure or delay by Contractor to require performance of any provision of this Subcontract shall not be deemed a waiver of its right to enforce such provision, or a waiver of any other right. If any provision of this Subcontract is found unenforceable by any court or tribunal, Contractor and Subcontractor agree that such provision shall be modified to the minimum extent necessary to render it enforceable, and that the remainder of this Subcontract shall not be otherwise affected. The mutual agreement of the parties hereto is comprised of each and every provision hereof, and no provisions shall individually be held unenforceable for lack of mutuality. This Subcontract may be amended or modified only by a written addendum signed by both parties to the Subcontract. This Subcontract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of the successors and assigns of each. If there is any conflict between the terms and conditions of this Subcontract and the terms and conditions of the Contract, the terms and conditions imposing a greater burden on Subcontractor shall prevail. This Subcontract constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals.

22. **INDEPENDENT CONTRACTOR.** Subcontractor agrees that it is, and will remain throughout the life of this Subcontract, an independent contractor solely responsible for performing the details of the Work to the extent necessary to avoid any claim or assertion of an employer-employee relationship between Contractor and Subcontractor's employees, and an employing unit subject to and in compliance with all applicable tax, unemployment compensation, worker's compensation and other laws.

23. **TAXES AND CONTRIBUTIONS.** The Subcontract Price includes all pension, welfare, vacation, annuity and other union benefit contributions payable in connection with the Work, and all taxes of every kind that have been or may be imposed, levied, or assessed by any governmental authority with respect to the Work, including taxes for labor, materials and equipment utilized in connection therewith and all sales, use, personal property, excise and payroll taxes. Upon request by Contractor, Subcontractor shall furnish satisfactory evidence of payment of such contributions and taxes.

24. **NOTICE.** Subcontractor's authorized representative for all notices on this Project is:

Contact Name: _____
Address: _____
Telephone No: _____

Mobile Phone No: _____
Email Address: _____

Contractor's authorized representative for all notices on this Project is:

Contact Name:
Address:
Telephone No:
Mobile Phone No:
Email Address:

25. MISCELLANEOUS PROVISIONS.

- A. This Agreement may be executed in counterparts by the parties hereto, each said counterpart, when so executed and delivered, shall be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument. As so executed, this Agreement shall be as valid and binding on each party as if all parties had signed the same document.
- B. This Agreement is a product of negotiation and prepared by and among each party hereto and the parties' attorneys. The parties therefore acknowledge and agree that this Agreement shall not be deemed to have been prepared or drafted by one party or another, and that it shall be construed accordingly.
- C. Each of the undersigned has fully read and understands each and every term of this Agreement and fully understands the binding legal effect thereof. Each of the parties also acknowledges that they have had an opportunity to consult with legal counsel prior to executing this Agreement.
- D. Acceptance of the terms of this Agreement may be accomplished by executing this Agreement or commencing performance of the Work, no modification of the terms of this Agreement shall be valid unless such modifications are agreed to in writing by Contractor.

26. SPECIAL PROVISIONS.

This Subcontract is effective upon the later of the two dates shown below.

CONTRACTOR
KEY CONSTRUCTION OKLAHOMA, LLC

SUBCONTRACTOR
SUBCONTRACTOR NAME

By: _____

By: _____
Name: _____
Title: _____

Date: _____

Date: _____



Bond #:

SUBCONTRACTOR PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
_____(Name, address and telephone) as
Principal, hereinafter called the Subcontractor, and _____
_____(Name, address and telephone) as Surety,
hereinafter called the Surety, are held and firmly bound unto KEY CONSTRUCTION OKLAHOMA
LLC, 5477 S. 108th E. Ave., Tulsa, OK 74146 as Obligee, hereinafter called the Contractor, in the
amount of _____ Dollars (\$_____), for
the payment whereof the Subcontractor and Surety bind themselves and their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has been awarded a contract (hereinafter called the "Prime Contract"), by
_____(Owner) for the construction of _____
and;

WHEREAS, the Subcontractor has entered into a written Subcontract with the Contractor, dated
_____ to perform, as the Subcontractor, certain portions of the work in
connection with the Prime Contract, consisting of _____
which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Subcontractor shall promptly make payment in full to Contractor for all charges assessed by Contractor
against Subcontractor pursuant to the terms of the Subcontract, and to all persons supplying labor,
materials or equipment or any other goods or services in the prosecution of the work provided for in
the Subcontract and any and all modifications of the Subcontract that may hereafter be made, and shall
indemnify and save harmless the Contractor of and from any and all loss, damage, and expense,
including costs and attorney's fees, which the Contractor may sustain by reason of Subcontractor's
failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

The Subcontractor and the Surety agree that no change, extension of time, alteration, addition,
omission, or other modification of the terms of either the Subcontract or the Prime Contract, or both, or
in the said work to be performed, or in the specifications, or in the plans, or any forbearance on the part
of either the Contractor or Subcontractor to the other, shall in anywise affect the Surety's obligations
on this Bond, and it does hereby waive notice of any such changes, extensions of time, alternations,
additions, omissions, and other modifications.

The Subcontractor and Surety agree that any increase in the Subcontract amount shall automatically
result in a corresponding increase in the penal amount of this Bond without notice to or consent from
the Surety, such notice and consent being hereby waived.

The Subcontractor and the Surety agree that this Bond shall inure to the benefit of all persons
supplying labor, materials or equipment in the prosecution of the work provided for in the Subcontract,
as well as to the Contractor, and that such persons may maintain independent actions upon this Bond in
their own names. The intent of this Bond shall be to include without limitation in the terms "labor,
materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or

Bond #:

rental equipment used in the Subcontract, architectural and engineering services required for performance of the work of the Subcontractor, and health, welfare and fringe benefits, federal, state and local taxes, delay and impact damages, and all other items for which either a mechanic's lien or payment bond claim may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

The parties executing this Bond on behalf of Subcontractor and Surety represent and warrant that they are duly authorized to bind the Subcontractor and Surety respectively.

Signed and sealed this _____ day of _____, 201____.

SUBCONTRACTOR AS PRINCIPAL:

Corporate Seal

Company

Signature

Name and Title

Witness

SURETY:

Corporate Seal

Company

Signature

Name and Title

Witness

Surety Contact Name

Surety Phone Number

Surety Fax Number

Surety E-mail Address

NOTE: An original Power of Attorney executed on behalf of the Surety must be attached.



Bond #:

SUBCONTRACTOR PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____,
_____,(Name, address and telephone) as Principal, hereinafter
called the Subcontractor, and _____
_____(Name, address and telephone) as Surety, hereinafter called the Surety, are
held and firmly bound unto KEY CONSTRUCTION OKLAHOMA LLC, 5477 S. 108th E. Ave., Tulsa,
OK 74146 as Oblige, hereinafter called the Contractor, in the amount of
_____ Dollars (\$_____),
for the payment whereof the Subcontractor and Surety bind themselves, and their respective heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has been awarded a contract (hereinafter called the "Prime Contract"), by
_____(Owner) for the
construction of _____ and,

WHEREAS, the Subcontractor has entered into a written Subcontract with the Contractor, dated
_____(the "Subcontract") to perform, as the Subcontractor, certain portions of the
work in connection with the Prime Contract, consisting of _____
which Subcontract is hereby referred to and made a part hereof.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Subcontractor
shall promptly and faithfully perform its obligations under the Subcontract, and any and all modifications
of the Subcontract that may hereafter be made, within the time provided for therein, and during the life of
any maintenance obligation, guaranty, or warranty required under the Subcontract or implied by law, and
shall indemnify and save harmless the Contractor of and from any and all loss, damage, and expense
including costs and attorney's fees, which the Contractor may sustain by reason of Subcontractor's failure
so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Subcontractor and the Surety agree that no change, extension of time, alteration, addition, omission,
or other modification of the terms of either the said Subcontract or the Prime Contract or both, or in the
said work to be performed, or in the specifications, or in the plans, or any forbearance on the part of either
the Contractor or Subcontractor to the other, shall in anywise affect the Surety's obligation on this Bond,
and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions,
and other modifications.

The Subcontractor and the Surety further agree that any increase in the Subcontract amount shall
automatically result in a corresponding increase in the penal amount of the Bond without notice to or
consent from the Surety, such notice and consent being hereby waived.

The Surety shall, within fifteen (15) calendar days of its receipt of notice from Contractor that
Subcontractor is in default of its obligations for failure to perform the Subcontract or comply with its
terms, respond as necessary, as Contractor may direct, to ensure the timely completion of the Subcontract
Work.

The parties executing this Bond on behalf of Subcontractor and Surety represent and warrant that they are
duly authorized to bind the Subcontractor and Surety respectively.

Bond #:

Signed and sealed this _____ day of _____, 201____.

SUBCONTRACTOR AS PRINCIPAL:

Corporate Seal

Company

Signature

Name and Title

Witness

SURETY:

Corporate Seal

Company

Signature

Name and Title

Witness

Surety Contact Name

Surety Phone Number

Surety Fax Number

Surety E-mail Address

NOTE: An original Power of Attorney executed on behalf of the Surety must be attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Broker's Name and Address	CONTACT NAME: Contact Name	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED Subcontractor's Name & Address	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Insurer Name	
	INSURER B: Insurer Name	
	INSURER C: Insurer Name	
	INSURER D: Insurer Name	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Policy Number	mm/dd/yyyy	mm/dd/yyyy	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
						GENERAL AGGREGATE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$	
B	AUTOMOBILE LIABILITY	Y	Policy Number	mm/dd/yyyy	mm/dd/yyyy	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS					\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Policy Number	mm/dd/yyyy	mm/dd/yyyy	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE					\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	mm/dd/yyyy	mm/dd/yyyy	WC STATUTORY LIMITS OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000	
						E.L. DISEASE - POLICY LIMIT \$ 500,000	
D	Pollution Liability	Y	Y	Policy Number	mm/dd/yyyy	mm/dd/yyyy	General Aggregate 2,000,000 Each Occurrence 1,000,000

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

RE: Project Name & Location - Certificate Holder & Owner are named as Additional Insured including Completed Operations per form CG 2010 11/85 or its equivalent as respects liability coverage (Additional Insured Form attached). Insurance to be primary & non-contributory. Pollution Liability & Auto Liability shall include Certificate Holder & Owner as additional insured on primary & non-contributory basis. Workers Compensation, General Liability & Pollution Liability coverages shall include waiver of subrogation in favor of the Contractor where allowed by law. Pollution Liability Deductible (as approved by Key Construction) is _____. Notice of cancellation - should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to certificate holder. Worker Comp includes ALL OTHER STATES COVERAGE.

CERTIFICATE HOLDER

CANCELLATION

Key Construction Oklahoma, LLC 5477 S 108th E. Ave. Tulsa, OK 74146	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Certificate Insurance Requirements Subcontract Agreement – 10.2016

INSURED: The insured's name must be the name as listed on our subcontract agreement, subcontractor's invoices & W-9. DBA is acceptable as long as the Subcontractor's name is included.

CERTIFICATE DATE: The certificate date must be within past 3 months.

POLICY EXPIRATION DATE: Coverages must be current. All payments will be placed on hold once the General Liability or Workers Compensation Policy expires until a renewal is received.

CERTIFICATE HOLDER: "Key Construction Oklahoma, LLC" must be named as the Certificate Holder.

COMMENTS, NOTES OR SPECIAL ITEMS: (ALL ITEMS REQUIRED)

1. Certificate Holder & Owner must be named as primary & non-contributory additional insured with respect to the General Liability, Auto Liability and Excess Liability.
2. The Insured's policies must be primary and any other insurance maintained by Key Construction Oklahoma, LLC is excess to the insured's insurance and shall not contribute to losses or damages covered under the insured's policy.
3. Endorsements: Additional Insured endorsement(s) must be on the following forms:
CG 2010 11/85 or its equivalent or ISO CG 2010 (10-01) & CG 2037 (10-01)
Additional insured endorsement must include Key Construction Oklahoma, LLC & Owner as additional insured with completed operations coverage and maintained for two (2) years after project substantial completion date.
Please attach endorsement to back of certificate.
4. Pollution Liability – Subcontractor is required to purchase and maintain Pollution Liability Insurance covering Bodily Injury, Property Damage (including loss of use of damaged property & property that has not been physically injured), clean-up costs and defense or settlement of claims (policy limits listed below). Contractor & Owner shall be named as additional insured on a primary / non-contributory basis with a waiver of subrogation in favor of Contractor. Pollution Liability coverage shall be maintained for two (2) years after project substantial completion date.
5. If applicable, Subcontractor must comply with the Motor Carrier Act of 1980 and Subcontractor's automobile insurance shall include ISO for CA 99 48, broadened pollution liability endorsement or its equivalent and the required MCS 90 endorsement.

CANCELLATION: The certificate must provide for at least 30 day written cancellation notice.

PROJECT NAME: Each certificate must be project specific with the project name, number and location listed. Blanket Certificates will be allowed on a case-by-case basis with slightly different requirements than listed previously.

POLICY LIMITS: The following minimum policy limits are required:

I. General Liability	
General Aggregate	\$2,000,000
Products-Comp-Op Agg	\$2,000,000
Each Occurrence	\$1,000,000
2. Auto Liability	
Combined Single Limit	\$1,000,000
3. Umbrella Liability	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
4. Workers Compensation	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease -- Policy Limit	\$ 500,000
5. Pollution Liability	
General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Deductible	(Key must approve deductible amount in writing)

INSURANCE CARRIER: The insurance carrier must carry an AM Best Rating of at least A.

IF ANY OF THE ABOVE REQUIREMENTS ARE NOT MET, PAYMENT TO THE INSURED IS SUBJECT TO BEING PLACED ON HOLD UNTIL THE INSURED'S POLICIES COME INTO COMPLIANCE.



Site Safety Program

**Cherokee Nation
Woody Hair Community Center
Kenwood, OK**

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Statement of Commitment

It is the intent of the Key Construction Inc., to comply with all applicable federal, state, and local safety and health statutes, rules and regulations. The Site Safety Program (SSP) establishes procedures to prevent injuries and accidents from occurring on the Cherokee Nation Woody Hair Community Center project. The SSP provides minimum guidelines to aid Key Construction, LLC and subcontractors to work safely. The SSP will aid in implementing a plan for safety education, training, and continued safe performance monitoring to promote identification and elimination of unsafe acts, conditions, and hazards.

Subcontractor Safety and Health Compliance

Before a subcontractor or major supplier comes on site to work, a contract will be signed with them. The contract will contain language that requires the subcontractor, supplier and their employees to follow all applicable safety and health standards including the SSP. Every Subcontractors Foreman will go through a safety orientation with Key's Superintendent before beginning work. This meeting will be held to review the safety requirements for the project. Failure of a subcontractor or its employees to follow the safety and health requirements may lead to immediate and permanent removal of the employee and/or supervisor from this project.

Key Project Organization

Project Manager:	TBD
Project Superintendent:	TBD
Corporate Safety Manager Office 316-263-9515	Marvin Swayne Cell 316-210-3882

Management Responsibilities

Project Manager

The project manager is responsible to ensure that the SSP is implemented on this project and must set an example for his subordinates by supporting the SSP and demonstrating a positive attitude toward accident prevention. The project manager is responsible for:

1. Selecting personnel who are trained and hold adequate credentials to perform the work.
2. Review self-inspection reports and insure that corrective actions are taken.
3. Review accident reports to detect trends.
4. Support, motivate and measure the project superintendent in all aspects of the SSP.
5. Review the safety and health compliance of each subcontractor on the project and require necessary cooperation.
6. Implement and conduct the Monthly Project Manager Safety Inspection
7. Key Construction Project Manager will be OSHA 30 Hour trained.

Project Superintendent

The project superintendent has the full responsibility to implement and direct the Key Site Safety Program on the project. The superintendent is responsible to:

1. Establish the self inspection system with written reports and verification of deficiency corrections.
2. Lead by example to show supervisors and workers in day-to-day activities active support of the Key Site Safety Program.
3. Conduct the Subcontractor Supervisor Safety Orientation with each subcontractor Foreman.
4. Monitor subcontractors, sub tiers, vendors, and visitor's safety compliance.
5. Investigate all loss incidents and known near misses. Insure that proper corrective action is taken immediately. Complete all accident reports in a timely fashion.

6. Receive all safety-related correspondence and copies of all accident reports.
7. Regularly inspect the Project for safety compliance. Conduct the documented weekly safety inspection and ensure documented corrections
8. Notify Subcontractor of noted items of safety noncompliance in writing when necessary. This written notification will state the allowable time limit for compliance or correction. If the subcontractor fails to comply with the allowable time limit then, Key Construction will correct the violation and charge the offending subcontractor with all costs incurred to correct the violation.
9. Investigate all accidents and formulate action plan to avoid re-occurrence. Submit reports to Key Construction Corporate Safety.
10. Maintain a list of those workers who have CPR/First Aid training.
11. In the case of emergencies, execute emergency action plans.
12. Collect, review and, maintain inspection/maintenance logs on all cranes and hoists.
13. Shall maintain a log of all hazardous materials and their SDS on site
14. Take whatever steps necessary to eliminate, terminate, abate and, rectify any hazardous, unsafe, unhealthy or environmentally unsound condition or activity. Notification to the offending party shall be prompt.
15. Meet with and coordinate emergency procedures with the local police, fire and EMR departments.
16. Key Construction Project Superintendent will be OSHA 30 Hour trained.

Corporate Safety Director

1. Provide safety and health support to the Key Project Management team.
2. Conduct safety & health training for the management team as needed.
3. Conduct Monthly Site Safety Observation Reports.
4. Assist in accident and injury investigation process and monitor corrective measures.

Subcontractor Supervision and Craft Foreman

Field Supervisors and Foreman have constant contact with workers and have a high level of influence on the actions and production of workers. Field supervisors and foreman are responsible to:

1. Instruct each new employee regarding the scope of work, what is expected, methods and procedures. Verify that the worker understands instructions and knows how to do the assigned task.
2. Vigorously enforce all safety rules.
3. Train employees on job safety procedures or see that their home office does so.
4. Conduct weekly tool box safety meetings. Select topics which most closely relate to the current activities or upcoming work. Submit tool box safety meeting reports to the Key project superintendent.
5. Assign workers to specific tasks on the basis of their work experience and physical condition.
6. Coordinate the work activities and direction of workers so that the safety of any other worker is not jeopardized by the activities of others.

7. Observe for unsafe acts and unsafe conditions and take immediate corrective action as necessary.
8. Assure that workers have the proper personal protective equipment for each work task being performed and the equipment is being used properly.
9. Care for all injuries promptly and complete the accident reports.
10. Investigate each accident and known near miss. This investigation is for the purpose of taking corrective action. Investigations must be made even if no physical injury or significant damage to equipment or material has occurred. Corrective action can help avoid a more serious incident which could lead to a serious accident. All accidents and injuries must be immediately reported to the Key project superintendent and accident/injury reports given in a timely manner.
11. Will conduct a jobsite Safety Orientation to each of their workers onsite using the Key Construction Orientation. Documentation of the Orientation will be provided to the Key Superintendent.

All Project Personnel

1. The Subcontractor Foreman will provide Site Safety Orientation to their workers onsite.
2. Perform work in a safe manner to prevent accidents to themselves, fellow workers, the general public, and property of all concerned.
Shall
3. Attend weekly "Tool Box Safety Talks" provided by their Employer.
4. Identify any hazards and unsafe acts and bring them to their Supervisors attention.
5. Notify their foremen immediately of any accident, potential hazard or unsafe acts.
6. Shall comply with their Employer's Safety Program, this Site Safety Program, and all Federal, State, and Local Codes and Regulations.

Emergency Measures

The following emergency telephone numbers will be posted on the jobsite bulletin board.

<u>Emergency</u>	<u>Agency</u>	<u>Telephone</u>
Minor Injury	TBD	
Serious Injury	TBD	
Ambulance		911
Fire	Fire Department	911
Bomb Threat	Police Department	911
Property Damage	Police Department	911

First Aid

A first aid station meeting Federal, State, and Local standards will be located, stocked and maintained at the KEY jobsite office. Each subcontractor is expected to maintain a fully stocked first aid kit at all times.

A record of all minor injuries requiring first aid will be kept at the jobsite office.

Incident Reporting

In case of personal injury, illness, equipment accident or near-miss incident, no matter how slight, all team members shall report the incident immediately to their supervisors. In every case, the subcontractor foreman is to document the incident and provide immediate notification to the Key Superintendent. It cannot be too strongly emphasized the importance that is placed on incident reporting, even where there is no injury involved.

1. A thorough accident investigation report will be conducted by the subcontractor and the Key Project team. This will include securing the area of the accident or damage to conduct the investigation.
2. A near miss is an indication of an accident and/or injury that likely could have occurred and will be investigated.

Key Construction Employee Injury Reporting

If a KEY employee is injured on the job it is important that we get the employee proper treatment, so we properly manage the injury and it is reported properly to our insurance carrier. The procedure applies for all KEY employees whether injured in the field or at the office:

1. When you start a job post the map to the medical facility and make sure that you and the all Subcontractor Foreman on your site know the location and phone numbers to the medical facility.
2. Inform all Key employees when hired and at the start of each job that they must report injuries to their supervisor, superintendent or Project Manager the day of the injury (if not reported the day of the injury get witness statements from other employees).
3. Notify the Key Corporate Safety Director immediately.
4. If the injury is minor and you can provide first aid on site do so and report the injury on the site first aid log.
5. If the injury is life threatening please call 9-1-1 immediately.
6. If the injury is not life threatening but treatment beyond first aid is necessary or requested by the injured employee then a KEY supervisor must transport the individual to a KEY Designated medical facility
7. KEY utilizes Concentra Medical Centers occupational facilities.
8. When you take an employee to the designated medical facility we want our employee to get proper treatment and we want to inform the Physician that KEY offers transitional/light duty work.
9. The injured employee must submit to a Post Accident Drug and Alcohol Screen at the medical facility so it is very important that the KEY Supervisor escorting the injured employee requests that the drug and alcohol screen is completed.
10. Key safety will work with the injured employee, supervisor, and office to manage the injury and to manage the workers compensation claim. If repeat visits are required Key safety will work with supervision to decide if a supervisor should accompany the employee based on the status of the injury.
11. Key safety will determine whether the injury is OSHA recordable and update the OSHA 300 Log. The updated OSHA 300 log will be filed in Wichita but is available upon request.

Subcontractor Employee Injury Reporting

1. Provision shall be made by the employing contractor for immediate and proper first aid and/or medical/hospital treatment for all work related injuries and illnesses.
2. Subcontractors shall immediately notify the Key Superintendent of any accident and/or injury that occurs on the project. The subcontractor will secure the area and conduct a thorough accident/illness investigation. The subcontractor must submit the accident/illness investigation to Key Construction within 24 hours after the occurrence. If subcontractor does not have an accident/illness investigation form use Key accident/illness investigation form. A near miss is considered an accident requiring an accident investigation report.
3. Subcontractors shall be individually responsible for notifying OSHA for a severe injury or fatality
 - a. All employers are required to notify OSHA when an employee is killed on the job or suffers a work-related hospitalization, amputation, or loss of and eye.
 - b. A fatality must be report within 8 hours.
 - c. An in-patient hospitalization, amputation, or eye loss must be reported within 24 hours.
3. Any employee who is involved in an accident and/or incident in the course of their job duties, which results in an injury or property damage may be tested for substance abuse.
4. **If A Member of the Public Is Injured:**
 - a. Key Construction shall be notified immediately and an accident investigation will be conducted.

Weather Related Emergency Response

1. **Severe Thunderstorm or Tornado:**
 - a. Key Construction shall monitor the local weather by radio, phone, and internet to monitor local weather.
 - b. If appropriate, sirens to be installed at strategic locations throughout the project so all personnel can be alerted of impending severe weather. A continuous siren sounding will alert all workers to evacuate the building and report to designated areas. Each subcontractors Superintendent shall verify that all of their employees have been accounted for and notify Key's Superintendent.
 - c. In the event of lightning employees will be notified and evacuated to the designated areas. All crane booms will be lowered.

Visitors

When visitors are on the site, the subcontractor they are visiting is responsible for their actions and conduct. Visitors and vendors will adhere to all applicable safety and health rules and must wear appropriate personal protective equipment.

Hazard Management/Assessment

The subcontractor supervisor on site shall support the execution of their companies work in compliance with the Site Safety Program, OSHA and other applicable state and local requirements.

Each subcontractor shall be proactive in identifying, evaluating and controlling hazards that may cause harm to employees, visitors, or the public during construction of the project.

Subcontractors shall perform an evaluation to assess their proactive implementation of their safety plans and perform periodic audits of the project activities to ensure safety has been included in the preplanning.

Employee Safety Training

Site Orientation

The Safety Orientation of new employees must include verbal and written information advising them we have a sincere interest in job safety and accident prevention measures. For the achievement of reasonable success with the Safety Program, each employee must be made aware of his/her own responsibility within the program.

- **Subcontractor Supervisor Orientation**

Upon mobilization the subcontractor supervisor shall meet with the Key Superintendent to review the Subcontractor Safety Orientation

- **Subcontractor Employee Orientation**

The Subcontractor Foreman will provide Site Safety Orientation to their workers onsite.

Safety training will be achieved through:

1. Weekly Tool Box Safety Meetings for each crew

The primary purpose is to discuss known safety items pertinent to the crew's current and future activities.

Subcontractors shall submit copies of all Weekly Tool Box Safety Meetings to the Key Superintendent.

2. Weekly Site Meetings

The Key Superintendent conducts this meeting to discuss project scheduling and progress and project-wide safety concerns.

3. Specialized Safety Training

Each subcontractor is responsible to ensure that their employees have received appropriate training for each task (i.e. forklift, scaffold erection, respiratory, Aerial lift, etc.)

Safety Inspections

Weekly Site Inspections

The Key Superintendent will conduct weekly safety inspections and ensure prompt corrective measures

Subcontractors are expected to periodically inspect their work areas to ensure work conditions and acts are completed safely.

Project Manager Inspections

The Key Project Manager shall conduct monthly safety inspection at the project.

Corporate Inspections

The Key Corporate Safety Director will conduct monthly Safety Observation Reports.

Hazard Communication Program

Subcontractors shall obtain a Safety Data Sheet (SDS) for each product they intend to store and use on the project. Subcontractors must provide a binder with a chemical inventory list and all SDS's used on site to the Key Superintendent prior to mobilization. The subcontractor will be responsible to update the list with all new products purchased or brought on site.

Subcontractors are required to label all hazardous substances they utilize in accordance with regulatory standards. They are also responsible for the proper storage and disposal of hazardous substances.

Each subcontractor must have a written Hazard Communication program that includes training, labeling, and emergency and medical procedures.

General Health Requirements

Water

Drinking Water (Potable)

1. Shall be supplied in adequate amounts in tightly-closed containers equipped with a tap. Individual drinking cups will be used. No dipping allowed.
2. Individual bottles of commercial drinking water may be used.
3. All containers are to be clearly marked.
4. Each subcontractor is responsible for providing adequate amounts of drinking water for their employees.

Other Water (Non-Potable)

Must be clearly marked that it is unsafe for drinking, washing, etc. This water is only for fire-fighting or industrial use.

Toilet Facilities

Number of Employees

Minimum number of Facilities

20 or less

One Toilet

20 or more

One Toilet Seat and One
Urinal per 40 Workers

200 or more

One Toilet Seat and One
Urinal per 50 Workers

Lighting

Lighting shall conform to OSHA 1926.56 (a)

In general:

Foot Candles

Area

5

General construction area lighting

30

First Aid Stations and Offices

Noise Exposure

Protection against the effects of noise exposure shall be provided when the sound levels exceed those shown below:

<u>Duration per day (hours)</u>	<u>Sound level (dba)</u>
8	90
6	92
4	95
3	97
2	100
1 ½	102
1	105
½	110
¼ or less	115

When employees are subjected to sound levels exceeding those listed above, feasible administrative or engineering controls shall be utilized. If such controls fail to reduce sound levels adequately, use of personal protective equipment shall be required.

Personal Protective Equipment

The following personal protective equipment is mandatory for all Key employees, subcontractors, visitors and suppliers on this project.

1. Hard Hat
2. Must meet ANSI standards
3. Hard hats shall be worn properly with the bill forward
4. Safety Glasses
5. Must meet ANSI Z87.1, 1989 requirements
6. Certain operations (welding, working with chemical/hazardous liquids, etc.) will require additional protection such as goggles, face shields, helmets, etc.
7. Foot Protection
8. Leather work boots (minimum of 6 inches high)
9. Hi-Vis Vest, Hi-Vis shirt (must extend over the shoulder a minimum of 3 inches) or Hi-Vis Jacket are required at all times.
10. Long pants in good condition.
11. Hearing protection is required per the health section included in this program.
12. Respiratory Protection
13. In emergencies, or when feasible engineering or administration controls are not effective in controlling toxic substances, appropriate respiratory protective equipment shall be provided by the employer and shall be used. Subcontractors shall furnish their employees when applicable.
14. Respiratory protective devices shall be approved by the U.S. Bureau of Mines, NIOSH, or accepted by the U.S. Department of Labor for the specific contaminant to which the employee is exposed.
15. In selecting the proper respirators, the chemical and physical properties of the contaminant, as well as the toxicity and concentration of the hazardous material shall be considered. The nature and extent of the hazard, work requirements, and conditions, as well as the limitations and characteristics of the available respirators, shall also be factors considered in making the proper selection. Requirements by the manufacturer of

hazardous products will be met when selecting respirators. These requirements will be on Material Safety Data Sheets provided by the product supplier.

16. Employees required to use respiratory protective devices shall be instructed in their use.
17. Respiratory protective equipment shall be inspected regularly and maintained in good condition.
18. Traffic Control will be strictly enforced.

Basic Project Safety Rules

1. All Project employees shall comply with the Site Safety Program, The Safety and Health Programs of their Employers and all Federal, State, and Local Codes and Regulations
2. All Subcontractors shall submit their Company's Safety Program in writing to the Key Superintendent prior to the start of their work.
3. Each Subcontractor shall ensure that their Subcontractors and suppliers, regardless of tier, shall comply with the Site Safety Program and the Subcontractor's Company Safety Program and all Federal, State, and Local Codes and Regulations.
4. All costs to Key Construction for Federal, State, and Local citations, fines, penalties, and/or summons resulting from the Subcontractor's operations shall be the responsibility of the Subcontractor plus administration costs.
5. Each Subcontractor shall have a scheduled inspection and maintenance program for all tools and equipment.
6. Each Subcontractor shall have at least one (1) qualified first-aid person on the Project at all times. The name(s) of these individuals and date of certification shall be submitted to the Project Superintendent.
7. Each Subcontractor shall supply cool potable drinking water for their employees, per OSHA Regulation 1926.51(a).
8. Alcoholic beverages as well as illegal drugs shall not be allowed on this Project.
9. Smoking shall be prohibited in all buildings, confined spaces, fuel and lubricant storage areas, and designated restricted areas.
10. Music radios are not allowed on the jobsite. This includes I Pods, Smart Phones, Boom Boxes, etc.)
11. All power tools and extension cords should be inspected daily for missing ground pins and frayed wires. All outlets will be Ground Fault Interrupted Outlets.
12. Equipment operators must wear seatbelts at all times.

13. Equipment shall not be operated within 10 feet of energized electrical transmission or distribution lines. For lines rated over 50 KV, the minimum clearance is 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.
14. All equipment, materials, and debris shall be secured at all times, or removed immediately to grade level, until the building is enclosed, to prevent objects from blowing out of the building.
15. If a Subcontractor must remove any cables, barricades, floor opening covers, or any other safety related items in order to perform their work, it shall be the responsibility of that Subcontractor to replace them each time they leave the area(s) and when their work is completed. Fall protection equipment shall be used by the workers who are working inside barriers or where fall protection has been temporary removed. The worker/subcontractor who removes the fall protection will be held responsible for replacing it.
16. Each Subcontractor shall be responsible for maintaining general housekeeping in their work area on a daily basis and all debris shall be placed in debris containers, or as otherwise directed by Key Superintendent.
17. It is the policy of Key Construction not to require an OSHA Search Warrant prior to any OSHA Project inspection.
18. Temporary and permanent electrical cabinets and equipment having live parts operation at fifty volts or more shall be guarded against accidental contact by cabinets (or by other means listed in OSHA regulations part 1926.403).
19. Fall protection will be provided for any worker working six feet (6') or greater above any working level regardless of trade. Any worker working from a scaffold six feet (6') or greater above any working level shall have fall protection in place. Exceptions to this rule include fall protection compliance with the OSHA scaffold and steel erection standards.
20. Scaffolding shall be designed, erected and inspected by competent persons in accordance with OSHA 1926-Subpart L Scaffolding standards. Subcontractors must provide trained competent persons for all scaffold activities.
21. No person shall use a powder-actuated tool unless trained and licensed.
22. Hand and power tools must be used appropriately and inspected regularly. Damaged or worn tools shall be taken out of service immediately. Tools shall not be altered and shall be operated in accordance with the manufacturer specifications.
23. All Compressed air hoses in use must be protected by approved safety check valves installed at the manifold outlet of each supply line. All bull hoses shall be secured with safety chains or equivalent.
24. Before cranes are allowed on site the following shall be done:

- A copy of the latest Annual, Monthly and Daily inspection reports by a qualified inspector is to be given to the Key Superintendent.
- Crane shall have an anti two-block device.
- Operator will inspect the crane daily

Electrical Safety

Protection of Employees

- No worker will be allowed to work in such proximity to an electric current that the current may be contacted.
- All underground lines within the construction area will be located prior to work activities.
- Work on electrical circuits and equipment will be performed only by a qualified person.

Temporary Wiring

- Temporary wiring shall be guarded, buried, or isolated by elevation.
- Extension cords will be of the 3-wire grounded type. Extension cords found with nicks in the insulation will be removed from service.
- All single-phase receptacle outlets will be protected by a Ground-Fault Circuit Interrupter (GFCI).

High-Voltage Lines

- All equipment will be kept a minimum of 10 feet from any overhead high-voltage power lines. Additional clearance may be required depending on the voltage carried through the power lines.

Lock-out Tag-out Procedure

1. The competent person will shut down power to machinery before starting work on the item.
2. Display danger sign indicating that the machine is ordered down for maintenance or repairs.
3. Lock-out the control panel. If the control panel controls more than one piece of machinery, use separate locks for each piece of machinery.
4. Indicate on the tag which piece of equipment is down.
5. If lock-out is to extend beyond a shift, inform succeeding shift personnel.
6. Repairs/maintenance is to be done by an authorized person.
7. A supervisor is to inspect that the procedure is correctly followed.
8. After repairs/maintenance is completed, inform the supervisor. Get his authority to test and run equipment. Remove tags and locks. Inform all personnel before operating equipment.

Fall Protection

Each employee working on a walking/working surface (horizontal and vertical) with an unprotected side or edge which is 6 feet or more above a lower level shall be protected from falling by the use of guardrails systems, safety net systems or personal fall arrest systems. Fall protection for/on Scaffolding must meet or exceed the requirements in OSHA Subpart L.

Fall protection for Steel Erection must meet or exceed the requirements in OSHA Subpart R.

Steel Erection

1. Steel Erection will be constructed in compliance with 29 CFR 1926 Subpart R.
2. The Key Superintendent will issue the Authorization to Proceed with Steel Erection Activities form to the steel erection subcontractor prior to commencing steel erection
3. The Key Superintendent will work with the steel erection subcontractor to coordinate work operations with other subcontractors.
4. The steel erection subcontractor is expected to at a minimum adhere to the OSHA Subpart R fall protection requirements

Fire Prevention and Protection

1. **Basic Principles for Fire Protection**
 - a. All temporary electrical shall be in accordance with all existing Codes and Regulations.
 - b. Storage of any material within 10 feet of fire hydrants is strictly prohibited.
 - c. Work areas shall be maintained on a regular basis to prevent accumulation of materials. Combustible packaging materials, such as cardboard boxes and excelsior, shall not be allowed to accumulate.
 - d. Machinery and/or motors shall not be left running during non-working hours except as directed or approved by Key Construction.
 - e. All fuel and solvent containers shall be placed on drip pans and stored according to all Federal, State, and Local Codes and Regulations.
 - f. The use of open fires shall be prohibited.
2. **Temporary Heat/Cooling**
 - a. All heating/cooling equipment shall be wired, piped, and operated in accordance with all applicable Codes and Regulations. All equipment shall have a UL label.
 - b. Open fires shall not be permitted on this Project. Any employee failing to comply with this regulation shall be subject to immediate dismissal.
 - c. All tarps and blankets shall be made of fire retarding materials
5. **Flammable Liquids**
 - a. All cylinders shall be provided with safety caps. Do not accept delivery of any cylinders not capped.

- b. All acetylene and fuel gas cylinders shall be separated from oxygen cylinders during storage by a minimum of twenty (20) feet or by a non-combustible barrier at least five (5) feet high with a fire resistant rating of at least one-half (1/2) hour. ANSI Z49.1.1973.
- c. All oxygen and acetylene cylinders in use shall be firmly secured on a special carrier intended for this purpose, with an attached 20 lbs. ABC fire extinguisher
- d. All cylinders shall be stored and used in a secured vertical position. Storage areas shall be well marked and located as designated by Key Construction.
- e. Storage areas will be designated "DANGER-NO SMOKING" areas with signage.

4. Welding and Cutting Operations

- a. All welding burning/cutting operations shall be in accordance with OSHA 29 CFR Subpart J 1926.350 or as required by State, and Local Codes and Regulations.
- b. The Hot Work permit will designate the location of the operation, date of the operation, type of work to be done and the time commenced and completed. The permit will be located at the work site during the work and upon completion the permit will be returned to the Key Superintendent for filing onsite.

Trenching and Excavation Safety

- 1. All trenching and excavating shall be conducted in accordance with OSHA 1926 Subpart P Excavation Standards.
- 2. The subcontractor is responsible to contact all utility companies and locate and protect utilities. The subcontractor will keep a log of the confirmation numbers.
- 3. The subcontractor is responsible to provide competent persons for all trenching and excavating activities.
- 4. The subcontractor shall ensure that proper signs, warnings and barricades are in place and maintained at all excavations.
- 5. Each employee at the edge of an excavation with a vertical edge 6 feet or more shall be protected from falling.
- 6. Combustion engines shall not be operated in or near any trenches or excavations in which personnel must work unless ventilation is provided.

List of Forms

The following forms are available for use.

Approval to Proceed with Steel Erection Form
First Aid Log
OSHA Inspection Report
Accident Investigation Report
Superintendent Weekly Safety Inspection – Complete on ProCore
Project Manager Monthly Safety Inspection – Complete on ProCore
Subcontractor Notice of Safety Deficiency or Violation of Safety Policy
Safety Orientation – Subcontractor Supervisor
Safety Orientation – Subcontractor Employee Sub-tier Vendor



Office of Risk Management

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The Safety Policy's outlined in this manual are designed to comply with the Standards of the Occupational Safety and Health Administration, and to endeavor to maintain a safe and injury/illness free workplace.

Safety demands cooperation on everyone's part. Thus, it is important that communication be kept open at all times between management and employees. Workers who notice hazards or other safety problems, or feel that they need additional training, must notify their supervisor/superintendent. Supervisors and management must address these concerns and take corrective action when warranted.

Everyone is obligated to be knowledgeable of the standards applicable to their area or job, and just as important, to abide by them. Supervisors/superintendents must instill a positive attitude and safety awareness in their subordinates through personal adherence, contact, training, and regular safety meetings. It is the duty of all contractors on Cherokee Nation projects to perform their work with maximum regard for the safety of themselves and others on the job site.

5.1.0 Contractor Management Systems

**General
Requirements**

A copy of each contractors written safety and health policy must be provided to Cherokee Nation Risk Management and contain the following elements:

- a) Management Commitment and Employee Involvement
 - 1) Written policy
 - 2) Establish and communicate goals and objectives
 - 3) Provide for top management visibility
 - 4) Provide for employee involvement
 - 5) Assign and communicate responsibilities
 - 6) Hold all personnel accountable
 - b) Work location analysis
 - 1) Analyze planned facilities, materials and equipment
 - 2) Perform routine job hazard analyses
 - 3) Perform regular inspections for potential job site hazards
 - 4) Provide for investigations of accidents, incidents and near misses
 - 5) Analyze injury and illness trends
 - c) Hazard Prevention and Control
 - 1) Engineering techniques
 - 2) Procedures for safe work
 - 3) Provisions for personal protective equipment
 - 4) Preventative maintenance of all equipment
 - 5) Emergency planning
 - d) Safety and Health training
 - 1) Ensure that employees understand hazards and how to protect themselves
 - 2) Reinforce training
 - 3) Maintain records of employees training and safety meetings
 - 4) Upon request, Cherokee Nation Risk Management will review all training records of each contractor.
-

**Cherokee Nation
Requirements**

- a. Contractors must provide to Cherokee Nation Risk Management copies of the management systems that detail how they plan to meet or exceed governmental regulations.
 - b. Revisions of and changes in the contractor safety policies must be reviewed by the Cherokee Nation Risk Management Department before being implemented.
 - c. Contractors must provide when specified by the Cherokee Nation Risk Management, the services of a full-time safety representative.
 - d. Contractor's Safety representative must:
 - 1) have taken the 30 hour-OSHA Construction standards Course
 - 2) Manage the contractor's project safety program and interface directly with the Cherokee Nation Risk Management.
 - 3) Have the authority to correct any hazard or unsafe practice on the project, even if a work stoppage is required.
 - e. The selection of the Contractor Safety Representative must be provided to Cherokee Nation Risk Management.
 - f. Contractors must have available at the job location employees who are qualified as competent persons. Contractors must provide documentation on the training of the employees' qualifications to perform as a competent person.
-
-

Definition

Competent Person: A person who is capable of identifying existing and predictable working conditions which are hazardous or dangerous to employees, and who has authorization to take immediate corrective measures to eliminate the hazards.

5.1.1 Emergency Response

General Requirements

- a. All employees and contractors shall be trained in emergency procedures at the initial orientation. During orientation, contractors are made aware of appropriate response and how to engage the emergency response system at on location.
- b. Contractors should have hospital, ambulance and 911 telephone numbers posted at their work site and in the job trailer.
- c. Contractors must comply with all emergency response procedures and evacuation plans.
- d. Contractors must provide emergency response equipment, such as fire extinguishers, personal protective equipment, tripods, etc., as necessary for the work site and the work being performed.
- e. The general contractor shall designate a central location on site to meet at in the event of an emergency.
- f. The general contractor shall develop an evacuation plan of the built structure and have it posted in readily available locations on the job and the job trailer so that all workers can visibly see and know all the emergency evacuation routes and where the central meeting location is on the job site.
- g. First Aid Kits shall be located in the job trailer and throughout the job site.
- h. Contractors shall have a First Aid Kit inside their job boxes as well as a copy of the General Contractor provided evacuation plan and emergency procedures.

Hazards

Cherokee Nation will inform contractors of the known potential fire, explosion or hazards related to the contractors' work.

Emergency	<p>In the event of an emergency, dial 911 and give the responder the following information:</p> <ul style="list-style-type: none"> • Name of person calling • Location of the emergency • Nature of the emergency <p>NOTE: Do not hang up. Maintain open communication until instructed otherwise.</p> <hr/>
Training Requirements	All contractors are required to be trained on all tribal procedures including emergency response
Contractor Requirements	Whenever a contractor becomes aware of a change that is not a replacement in kind, contact a Cherokee Nation Risk Management representative
Definitions	<p>Emergency: May include spills, fire, explosion, bomb threat, severe weather conditions, and major injury or illness.</p>

5.1.3 Training

General Requirements

- a. Contractors and their employees must be trained on all subjects listed under the OSHA regulations and any trade specific task that is related to the contractor's scope of work.
- b. Contractors shall maintain records of all employees training. These training records shall contain, as a minimum:
 - A. Name and signature of the employee
 - B. Date of training
 - C. Subject and content of the training
 - D. Means used to verify that employee understood the training
 - E. Name of the instructor
- c. The Cherokee Nation Risk Management Department must be provided with documentation and training certifications of all contractor employee trainings when requested.
- d. Contractors and their employees shall be trained on all subjects in this manual that pertains to their scope of work.

5.1.4 English Proficiency

General Requirements

- a. The concern of site safety is administered in English consistent with the Contractor Safety Policy. Orientation, training, comprehension evaluation, application of safety procedures, such as, work permit procedures, job planning and any other processes or procedures related to working safely are included.
 - b. Contractor companies will be expected to staff the work to be done with personnel that can meet this requirement.
 - c. If the English deficiency is caused by a physical or mental disability, ADA rules will apply.
-

Application of Requirements to Specific Job Situations

- Communication in English is required only when and to the extent necessary to conduct the assigned work safely.
- 1) Non-safety related activities, such as lunch breaks, are not covered by the requirement.
 - 2) Communication on-the-job in another language is allowed if, for example, all persons directly involved in the work at the time communicate more effectively in that language.
 - 3) The term communication covers the English language skills necessary for the person to receive and understand information, and to deliver information as required by the safety process.
 - 4) Accent and grammar are not a consideration unless these preclude effective communication with others.
-

5.2.0 General Clean-up

General Requirements

Contractors must maintain a high standard of clean-up on the job location at all times as an integral part of the work. This includes:

- 1) **Daily** clean up of work, fabrication and personnel areas are required.
 - 2) All equipment and construction materials must be stored in an orderly manner in storage areas.
 - 3) All scrap construction materials and waste must be picked up and disposed of **daily**. Debris is to be placed into waste containers provided. All location procedures for waste disposal must be followed.
 - 4) Form wood and other lumber must be neatly stored when not in use. All nails must be removed or bent over to prevent puncture wounds.
 - 5) Stairways, walkways, ladder cages and scaffolds must be kept clear of all cords, cables, hoses, materials and anything else that might hinder personnel access.
 - 6) Cords, cables and hoses at stairways, walkways and scaffolds shall be supported at least seven feet overhead or laid flat outside of walkways.
 - 7) Contractors shall be responsible for keeping all location roads free from all debris resulting from their performance of the work.
 - 8) Storage of combustibles and flammable materials must be stored separately and proper.
 - 9) Accumulation of materials that may create a fire hazard shall not be permitted.
-

	Minor	Significant	Serious	Flagrant
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5.2.1 Basic, Safety Rules

Basic Safety Rules

- a. Contractors and their employees are responsible for their actions and the impact their actions have on others.
- b. All sub-contractors employed by the General Contractor should adhere to all of the requirements set forth in the General Contractors safety manual. The requirements set forth in this manual are supplementary.
- c. Safety is a condition of employment. Compliance with the rules and procedures found in the Contractors Safety Manual is mandatory.
- d. While construction is active on Cherokee Nation job site(s), Cherokee Nation Risk Management representatives will conduct onsite safety inspections to ensure that all codes and regulations are being followed and to insure no loss to the tribe, the General Contractor, and the Sub Contractors.
- e. When inspections identify conditions not in compliance with OSHA requirements, the contractor will be notified, and corrective action must be taken immediately.
- f. When inspections identify unsatisfactory cleanup efforts by contractors, the tribe may elect to have cleanup work performed by others and to back charge the contractor responsible for clean-up.
- g. All construction projects shall be subject to fair, consistent, and constructive disciplinary action for the noncompliance of safety regulations.
- h. The policy on safety violations occurring on Cherokee Nation construction projects is a three offense rule and is zero tolerance.
- i. The typical disciplinary action for any violation of safety is as follows.
 1. Written recommendation/warning for any non-compliance. The contractor shall be informed of any concern of noncompliance towards safety regulations and if repeated could result in further action.
 2. Written violation(s) for any non-compliance towards safety regulations. The contractor shall be notified with a written violation for a repeated offense towards safety regulations or an action that is immediately dangerous to the life and safety of others working on the jobsite and can result in a suspension of 90 days to the employee violating the safety regulation(s).
 3. Termination. Any contractor who continually repeats the violation of safety rules shall be subject to termination from the particular

Severity of Infraction examples	<ul style="list-style-type: none"> • Not wearing safety glasses • Not wearing hard hat • Not wearing high visibility clothing • Not wearing hearing protection 	<ul style="list-style-type: none"> • Horseplay • Crossing a barricade • Unmarking open excavations • Repeated violation of safety rules 	<ul style="list-style-type: none"> • Not tying off • Using incomplete scaffolding • Improper benching and sloping of excavations • Endangering other workers • Continuous violation of safety rules 	<ul style="list-style-type: none"> • Knowingly violating safety rules • Knowingly endangering another worker • Fighting • Possession of drugs or alcohol
Severity of Infraction Definitions	A violation of safety that does not immediately expose the worker and others to immediate danger.	A violation of safety that immediately places the worker and others to significant risk of injury.	A violation of safety that immediately exposes all workers to a significant risk of serious injury or death.	A violation of safety for which the worker has committed an inexcusable act of safety and has created a very hazardous working atmosphere for all workers.
First Offense	Written warning of disregards to safety rules	Written warning of disregards to safety rules	Written violation of disregards to safety rules	Permanent Suspension
Second Offense	Written violation of disregards to safety rules	Written violation of disregards to safety rules	Permanent Suspension	
Third Offense	Permanent Suspension	Permanent Suspension		

**General
Requirements**

- a. Access to emergency equipment, exits, telephones, fire extinguishers, alarm boxes, and other fire fighting equipment shall be maintained at all times.
 - b. Unauthorized areas shall be entered only when authorized.
 - c. Smoking and/or any tobacco products are prohibited.
 - d. Horseplay, fighting, gambling, stealing and soliciting are prohibited.
 - e. Firearms, alcohol and drugs are prohibited.
 - f. Contractor employees possessing illegal drugs or under the influence of alcohol or illegal drugs are not permitted on Tribal property or a Tribal worksite, including parking lots.
 - g. Violators will be referred to the Cherokee Nation Marshal Service
-

**Basic Dress &
PPE**

- 1) Clothing must be free of loose hanging and ragged ends.
 - 2) Long pants and shirts with at least short sleeves are required.
 - 3) Shoes/boots should be made of sturdy leather. Individuals working on a multi-storey are required to wear steel-toed boots. No tennis shoes are allowed on job sites.
 - 4) Safety glasses are required at all times when on the job site.
 - 5) Hearing protection is required when using equipment that exceeds 85DBA that can potentially cause hearing damage. (Example; grinder, jack hammer or nail gun, etc.)
 - 6) Long hair shall be tied-back or covered when working in the field or shop areas around rotating machinery.
 - 7) High visibility clothing shall be worn at all times while on the job site. No exceptions.
-

5.2.2 Personal Protective Equipment

General Requirements

- a. Contractors must furnish and require the use and wearing of proper personal protective equipment by their employees and by their subcontractors' employees.
 - b. Personal protective equipment must not be modified or used in any manner other than that for which it was designed.
-

Basic Personal Protective Equipment Requirements

Employees must wear reflective safety vests, hard hats, safety glasses and sturdy work boots at all times. The Contractor is responsible for requiring the wearing of personal protective equipment in all operations where there is an exposure to hazardous conditions or where this part indicates the need for using such equipment to reduce the hazards to the workers . (NO TENNIS SHOES)

Other Personal Protective Equipment Requirements

- a. Hearing protection is required when performing high noise producing work. Safety glasses with approved side shields are required on the job site at all times.
 - b. Contractors must provide respiratory protection to protect their employees from potential exposure to harmful dust, mist, fumes, gases or vapors.
 - c. Contractors must ensure that gloves are being used by their employees to protect hands from, heat, cold, or during activities having the potential for hand injuries.
-

Training Requirements

Contractors must train their employees in the use of all personal protective equipment they will need to safely perform their work.

5.2.3 Accident/Incident Investigation

Accident and Incident Reports

a. All accidents, incidents and near misses that occur to a contractor must be immediately reported to the Project Superintendent and Cherokee Nation Risk Management. These include all accidents/incidents or near misses involving the following:

- 1) Occupational injuries and illnesses
- 2) Accidents involving significant damage to property or material loss
- 3) Spills and releases
- 4) Any incident that may affect tribal business.
- 5) Any photos that is pertinent to the situation.

Formal Investigations

- 1) The first concern at an accident is the care of the injured.
 - 2) An Incident form must be completed by the Contractor and Project Superintendent within 24 hours of incident. Include details such as: what happened, when it happened, how it happened and who was involved.
 - 3) Obtain the identity of all people who might have information about the accident. Record their names, crafts, company working for and provide this information to the Project Superintendent completing the incident report.
 - 4) Interview all witnesses and obtain statements from them. Persons who may be able to contribute information about the accident should be interviewed as soon as possible after the accident and written statements should be obtained.
 - 5) A written Incident Investigation Report must be prepared for all accidents/incidents. Cherokee Nation Risk Management will conduct an investigation; cooperation from the injured party and the contractor's representative is required.
 - 6) Accident, incident and job-related injury data are maintained and periodically reviewed to determine the most serious and frequent causes of accidents and incidents
-

5.2.4 Pre-Start-up Environmental Safety & Health (ESH) Review

General Requirements

- a. After the completion of construction or maintenance/ repair and prior to using Facility or equipment beginning start-up operations, a Risk Management review must be initiated.
 - b. The facility review must address Safety concerns relative to the installed systems and equipment. General safety concerns relative to accessibility for operation and maintenance of the new or modified facility must be included.
 - c. Deficiencies and potential problems identified during the walk through must be remediated before start up or use.
-

5.2.5 Injury and Illness Recordkeeping and Reporting

Injury and Illness Recordkeeping

Contractors have the responsibility for maintaining injury and illness records for their employees as required by OSHA.

Incident/ Accident Reporting

- a. Contractors must immediately notify the Project Superintendent, Field Engineer and Cherokee Nation Risk Management of any injury, illness and any loss of or damage to property, including injury and illness to, or damage by all subcontractors and material suppliers under control of the contractor.
 - b. When an incident occurs, contractors must assist the Project Superintendent, Field Engineer and Risk Management in completing an Incident Form, and an Incident Investigation Critique.
-

**Injury and
Illness
Reporting**

Each contractor must provide a copy of the Injury/Illness Report to Cherokee Nation's Risk Management Department. This report must be submitted within the first five working days of each month and must include all subcontractors.

Instructions

Numbers correspond to those needed on the report of any injury or illness.

- 1) Month and year of report – reporting period shall be first day through last day of month.
 - 2) Name of Contractor
 - 3) Date report is completed
 - 4) Include a line for each contractor and subcontractor employed during the month.
 - 5) Total number of man-hours worked during the month, including premium time man-hours. Note: For this report, each premium or overtime hour is reported as one hour.
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Instructions
Cont'd

6) Number of first aid incidents:

First-aid, is limited to one-time treatment at a doctor's office, or hospital for observation, cuts, burns, sprains, splinters and other injuries which require no further medical care. It is the injury or the treatment received which determines whether or not an injury is a first aid case, not who provides the treatment.

7) Number of injuries and illnesses which are OSHA Recordable:

A. Included are fatalities, lost workday cases and restricted workday cases. These are the more severe incidents which require medical care beyond first aid treatment. All incidents involving fractured bones, loss of consciousness or requiring sutures are included.

B. An occupational illness is any diagnosed illness which is work-related, such as derma, or other skin disease, respiratory disease, carpal tunnel syndrome, or other repeated trauma disorders, and hearing loss.

8) Number of cases that result in days away from work or days of restricted work activity. (Lost time accidents) Days away from work or days of restricted work activity are also counted as a Recordable.

9) Number of deaths, resulting from work-related injury or illness. Every fatality is also counted as a Recordable.

10) Number of days away from work. One day is the absence from an entire normally scheduled work shift. **The day of the occurrence is not counted.**

11) Number of days of restricted work. One day is a normally scheduled work shift when the employee is restricted from performing all of the duties of his/her regularly assigned job.

12) Total number of work-related injuries and illnesses during the month.

5.2.6 Portable Power Tools

General Requirements

- a. Contractors must maintain all portable power tools, electrical cords and pneumatic hoses in good condition and proper working order. Faulty or damaged tools, cords and hoses shall be tagged "Do Not Use" and removed from service immediately.
 - b. When power-operated tools are designed to accommodate guards, they must be equipped with the manufacturers' guards in operable and original condition, when the tool is in use.
 - c. Cords and hoses must be protected from damage and be routed through the job location such that they are not tripping hazards.
 - d. Employees using portable power tools and exposed to the hazard of falling, flying, abrasive and splashing objects, or exposed to harmful dusts, fumes, mists, vapors or gases must be provided with and use the particular personal protective equipment necessary to protect them from the hazard.
 - e. All grinding machines shall have a guard that covers the abrasive grinding wheel and shall maintain proper alignment with the wheel.
 - f. All abrasive wheels shall be closely inspected and ring-tested before mounting to ensure that they are free from cracks or defects.
 - g. All contractors using abrasive wheels shall be protected by eye protection equipment.
 - h. Guards shall be equipped and in working order. Guards shall not be blocked open or modified in such a way that it prevents the guard from being in working order.
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Tools

- a. Electric power operated tools and power cords shall have the third wire ground whole and in place and ground fault circuit interrupters should be used. Protection against electrical shock shall be ensured by contractors.
- b. Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Tools shall not be hoisted or lowered by their hoses.
- c. All pneumatically driven nailers, staplers and other similar equipment provided with automatic fastener feed, which operate at more than 100 psi at the tool, shall have a safety device on the muzzle to prevent the tool from ejecting fasteners, unless the muzzle is in contact with the work surface.
- d. Floor and bench-mounted grinders shall be provided with work rests which are rigidly supported and readily adjustable. Such work rests shall be kept at a distance not to exceed one-eighth inch from the surface of the wheel.
- e. Portable abrasive wheels used for internal grinding shall be provided with safety flanges (protection flanges)
- f. When safety guards are required, they shall be so mounted as to maintain proper alignment with the wheel, and the guard and its fastenings shall be of sufficient strength to retain fragments of the wheel in case of accidental breakage. The maximum angular exposure of the grinding wheel periphery and sides shall not exceed 180 deg.
- g. When safety flanges are required, they shall be used only with wheels designed to fit the flanges. Only safety flanges, of a type and design and properly assembled so as to ensure that the pieces of the wheel will be retained in case of accidental breakage, shall be used.

**Training
Requirements**

Contractors shall train their employees in the safe use of all portable power tools they will need to perform their work.

5.2.7 Hand Tools

General Requirements

- a. Contractors shall not issue or permit the use of unsafe hand tools.
- b. Hand tools must be kept in good condition --- sharp, clean, oiled, dressed and not abused.
- c. Tools subject to impact (chisels, star drills, caulking irons) tend to "mushroom" and must be kept dressed to avoid flying spalls.
- d. Tools shall not be used beyond their capacity; use of "cheaters" with tools is prohibited. Use the proper tool for the job.
- e. Wooden handles of tools must be kept free of splinters and cracks and be kept tight in the tool.

Training Requirements

Contractors shall train their employees in the proper safe use of all hand tools they will need to perform their work.

5.2.8 Scaffolding

General Requirements

- a. The footing or anchorage for scaffolds must be sound, rigid and capable of carrying the maximum intended load without settling or displacement.
 - b. Guardrails, mid-rails and toe-boards must be installed on all open sides and ends of scaffold platforms more than four feet above the ground or floor.
 - c. Scaffolds must be provided with an access ladder or equivalent safe access.
 - d. Employees shall not climb or work from scaffold handrails, mid-rails or brace members.
 - e. When free-standing manually propelled mobile scaffolds are used, the height must not exceed four times the minimum base dimension.
 - f. Employees shall not ride on or “skate board” mobile scaffolds when they are being moved. The wheels shall be locked when working from mobile scaffolding.
 - g. Scaffolds shall be secured in a way that prevents them from tipping while workers are present on the scaffolding surface and securing methods must satisfy the requirements for scaffolding per Subpart L of CFR1926.
 - h. Scaffold base plates shall be fastened to ply wood or wood blocks by nails or screws and base plates that are not on a concrete or asphalt surface shall have mudsills.
 - i. All scaffolds shall be inspected by a competent person prior to use and a Scaffold inspection tag must be attached to the scaffold. The scaffold must be inspected each day the scaffold will be used.
 - j. Any worker shall not be permitted to work from the scaffolding surface if there is any lightning strikes within five miles of the job site.
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**Training
Requirements**

- a. Employees who erect scaffolds shall be trained in the proper means of building scaffolds.
- b. Employees using scaffolds shall be trained in the safe use of scaffolds.

**General
Requirements**

- a. A stairway or ladder must be provided at all personnel points of access where there is a break in elevation of 19 inches or more, and no ramp, runway, sloped embankment, or personnel hoist is provided.
- b. All ladders on the construction site must have a minimum required length of no less than 8ft. (exception for 5.2.9b: if the ceiling is lower than 8ft or less.)
- c. Slippery conditions on stairways shall be eliminated before the stairways are used to reach other levels.
- d. Unprotected sides and edges of stairway landings shall be provided with guardrail systems.
- e. A double-cleated ladder or two or more separate ladders must be provided when ladders are the only means of access or egress for 25 or more employees, or when the ladder is to serve simultaneous two-way traffic.
- f. When a building or structure has only one point of access between levels, it must be kept clear to permit free passage of employees.
- g. Ladders with structural defects, such as, but not limited to, broken or missing rungs, broken or split rails, corroded components or other faulty or defective components, shall be tagged with "Do Not Use" or similar language and shall be immediately withdrawn from service.
- h. Ladders must be inspected by a competent person and approved for use before being put into service. Each user must inspect ladders visually before using.
- i. Ladders placed in any location where they can be displaced by workplace activities or traffic, such as in passageways, doorways or driveways, shall be barricaded and/or shall have warning signs posted.
- j. 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.
- k. Non-self-supporting ladders shall be used at an angle such that the horizontal distance from the top support to the foot of the ladder is approximately one-quarter of the working length of the ladder (the distance along the ladder between the foot and the top support).

Stairways

- a. Stairways that will not be a permanent part of the structure must have landings of no less than 30 inches in the direction of travel and extend at least 22 inches in width at every 12 feet or less of vertical rise.
- b. Riser height and tread depth shall be uniform within each flight of stairs, including any foundation structure used as one or more treads of the stairs. Variations in riser height or tread depth shall not be over 1/4-inch (0.6 cm) in any stairway system.
- c. Where doors or gates open directly on a stairway, a platform must be provided, and the swing of the door shall not reduce the effective width of the platform to less than 20 inches.
- d. Slippery conditions on stairways must be eliminated before the stairways are used to reach other levels.
- e. Stairways having four or more risers or rising more than 30 inches, whichever is less, shall be equipped with at least one handrail and one system along each unprotected side or edge.
- f. Stairs shall be installed between 30 deg. and 50 deg. from horizontal.
- g. Metal pan landings and metal pan treads, when used, shall be secured in place before filling with concrete or other material.
- h. Where doors or gates open directly on a stairway, a platform shall be provided, and the swing of the door shall not reduce the effective width of the platform to less than 20 inches.
- i. Except during stairway construction, foot traffic is prohibited on stairways with pan stairs where the treads and/or landings are to be filled in with concrete or other material at a later date, unless the stairs are temporarily fitted with wood or other solid material at least to the top edge of each pan. Such temporary treads and landings shall be replaced when worn below the level of the top edge of the pan.
- j. Except during stairway construction, foot traffic is prohibited on skeleton metal stairs where permanent treads and/or landings are to be installed at a later date, unless the stairs are fitted with secured temporary treads and landings long enough to cover the entire tread and/or landing area.
- k. Treads for temporary service shall be made of wood or other solid material, and shall be installed the full width and depth of the stair.
- l. When the top edge of a stair rail 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 stair rail system to the surface of the tread, in line with the face of the riser at the forward edge of the tread.

Rails

- a. Stair rails shall be no less than 36 inches from the upper surface of the stair rail system to the surface of the tread.
 - b. Mid-rails, screens, mesh, intermediate vertical members, or equivalent intermediate structural members, shall be provided between the top rail of the stair rail system and the stairway steps.
 - c. Mid-rails, when used, shall be located at a height midway between the top edge of the stair rail system and the stairway steps.
 - d. Handrails and the top rails of stairrail systems shall be capable of withstanding a force, without failure, a force of at least 200 pounds applied within two inches of the top edge, in any downward or outward direction and at any point along the top edge.
 - e. The height of handrails shall be not more than 37 inches nor less than 30 inches from the upper surface of the handrail to the surface of the tread, in line with the face of the riser at the forward edge of the tread.
 - f. Handrails that will not be a permanent part of the structure being built shall have a minimum clearance of 3 inches between the handrail and walls, stair rail systems, and other objects
 - g. The ends of stair rail systems and handrails shall be constructed so as not to constitute a projection hazard.
 - h. Handrails shall provide an adequate handhold for employees grasping them to avoid falling.
 - i. Stair rail systems and handrails shall be so surfaced as to prevent injury to employees from punctures or lacerations, and to prevent snagging of clothing.
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**Portable
Ladders**

- a) Portable ladders shall be capable of supporting at least four times the maximum intended load.
 - b) Portable metal or conductive ladders shall not be used near energized lines or equipment except as necessary in specialized work such as in high voltage substations where nonconductive ladders might present a greater hazard than conductive ladders. Conductive or metal ladders shall be prominently marked as conductive and all necessary precautions shall be taken when used in specialized work.
 - c) Ladder rungs, cleats and steps shall be parallel, level and uniformly spaced when the ladder is in position for use.
 - d) Ladder rungs, cleats and steps shall be spaced no less than 10 inches or more than 14 inches apart, as measured along the ladder's side rails.
 - e) The minimum clear distance between side rails for all portable ladders shall be 11-1/2 inches.
 - f) Ladders shall be used only for the purpose for which they were designed.
 - g) Ladders shall not be loaded beyond the maximum intended load for which they were built, or beyond their manufacturer's rated capacity.
 - h) Ladders shall be maintained free of oil, grease, and other slipping hazards.
 - i) Each portable ladder that is not self-supporting: At least four times the maximum intended load, except that each extra-heavy-duty type 1A metal or plastic ladders shall sustain at least 3.3 times the maximum intended load. The ability of a ladder to sustain the loads indicated in this paragraph shall be determined by applying or transmitting the requisite load to the ladder in a downward vertical direction when the ladder is placed at an angle of 75 1/2 degrees from the horizontal.
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**Ladders,
including job
made ladders**

The following requirements apply to the use of all ladders, including job-made ladders.

- a) Ladders used for access to an upper landing surface shall extend at least three feet above the landing surface.
- b) Ladders shall be maintained free of oil, grease and other slipping hazards.
- c) Ladders shall be used only for the purpose for which they were designed.
- d) Non-self-supporting ladders shall be used at an angle such that the horizontal distance from the top support to the foot of the ladder is approximately one-quarter of the working length of the ladder.
- e) Non-self-supporting ladders shall be tied off or otherwise secured to prevent accidental displacement.
- f) When ascending or descending a ladder, the user must face the ladder and use at least one hand to grasp the ladder. The user will not carry any object or load that could cause him/her to lose balance and fall.
- g) Wood ladders shall not be coated with any opaque covering, except for identification or warning labels which may be placed on one face only of a side rail.
- h) Ladder components shall be surfaced so as to prevent injury to an employee from punctures or lacerations, and to prevent snagging of clothing.
- i) Ladders shall not be tied or fastened together to provide longer sections unless they are specifically designed for such use.
- j) The rungs and steps of portable metal ladders shall be corrugated, knurled, dimpled, coated with skid-resistant material, or otherwise treated to minimize slipping.
- k) Each employee shall use at least one hand to grasp the ladder when progressing up and/or down the ladder.
- l) When ascending or descending a ladder, the user shall face the ladder.

**Extension
Ladders**

- a. After the extension section has been raised to desired height, the safety latches must be engaged and the extension rope secured to a rung on the base section of the ladder before use.
 - b. Extension ladder sections are not to be used separately and shall be used for the purpose for which they were designed.
 - c. Rungs, cleats, and steps of the base section of extension trestle ladders shall be not less than 8 inches (20 cm) nor more than 18 inches (46 cm) apart, as measured between center lines of the rungs, cleats, and steps. The rung spacing on the extension section of the extension trestle ladder shall be not less than 6 inches (15 cm) nor more than 12 inches (31 cm), as measured between center lines of the rungs, cleats, and steps.
 - d. Extension ladders shall be free from any defects and any extension ladder found with defects shall be removed the jobsite immediately.
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Stepladders

- a. Must be set level on all four feet, with spreaders locked in place. Do not use as a straight ladder.
 - b. When stepladders are used close to the edge of an elevated platform, roof or floor opening, they must be tied off, and employees using such a stepladder must wear fall-arresting equipment.
 - c. Employees using stepladders must stand so that their waists are below the top of the ladder.
 - d. Rungs, cleats, and steps of step stools shall be not less than 8 inches apart, or more than 12 inches apart, as measured between center lines of the rungs, cleats, and steps.
 - e. A metal spreader or locking device shall be provided on each stepladder to hold the front and back sections in an open position when the ladder is being used.
 - f. The rungs of individual-rung/step ladders shall be shaped such that employees' feet cannot slide off the end of the rungs.
-

**Training
Requirements**

- a. Contractors shall provide a training program for employees using ladders and stairways. The program shall enable employees to recognize hazards related to ladders and stairways and shall train them in the procedures to be followed to minimize these hazards.
- b. Training shall include:
 - 1) The nature of fall hazards in the work area.
 - 2) The correct procedure for erecting, maintaining, and disassembling the fall protection systems to be used.
 - 3) The proper construction, use, placement, and care in handling of all stairways and ladders.
 - 4) The maximum intended load-carrying capacities of ladder used.

5.2.10 Abrasive Blasting

General Requirements

- a. Abrasive blasting equipment must be inspected daily prior to use. Defective equipment must be tagged "Do Not Use" and immediately removed from service.
- b. Dust accumulation must be kept to a minimum through regular clean up and proper disposal
- c. Contractors are responsible for the protection of existing machinery and equipment by using adequate temporary protective coverings applied to the equipment to keep the dust from becoming embedded in motors, bearings and the like.
- d. The area around the equipment to be cleaned must be barricaded or roped off for a distance of 30 feet. Shields may also be necessary to confine the dust.
- e. Blast media containing silica can only be used with specific approval of the Project Superintendent, Field Engineer or Risk Management.
- f. All drains to the sewer must be closed, locked and covered prior to commencing.

Health and PPE Requirements

- a. The composition and toxicity of the dust from abrasives and surface coatings on the materials blasted must be considered in making an evaluation of the potential health hazards to employees in blasting operations.
- b. Respiratory hazards associated with abrasive blasting must be evaluated and appropriate respiratory, engineering and environmental controls used to protect all exposed personnel.
- c. Hearing hazard associated with abrasive blasting must be analyzed and steps taken to protect all exposed personnel.
- d. Employees involved in abrasive blasting operations must use heavy canvas or leather gloves and aprons or equivalent protection to protect themselves from the impact of abrasives.

Training

Employees who operate abrasive blasting equipment must be able to demonstrate that they have a good understanding of how the equipment works and how it should be operated for maximum effectiveness and safety.

Note: Abrasive Blasting: The forcible application of an abrasive to a surface by pneumatic pressure, hydraulic pressure or centrifugal force.

5.2.11 High Pressure Water Blasting

General Requirements	All equipment, controls, dump-valve system, hoses, fittings, lances and nozzles must be inspected and pressure tested prior to each use. Any worn or damaged parts shall be replaced before cleaning begins.
Placement	The portable engine and pump must be located such that the equipment does not block passageways nor pose an ignition hazard.
Protection	<ul style="list-style-type: none">a. Barricades or ropes must be placed around the equipment for a distance of 30 feet. Shields may also be necessary to confine the water discharge.b. Adequate personal protective equipment is required.c. If ladders or scaffold are required, proper fall protection is required.
Operations	<ul style="list-style-type: none">a. Hydroblasting equipment must never be left pressurized and unattended.
Training Requirements	Employees who operate hydroblasting equipment must be trained and be able to demonstrate that they have a good understanding of how the equipment works and how it should be operated for maximum effectiveness and safety.
Definitions	<p>Dump Valve: A spring loaded, "dead man" type device controlled by the lance operator which, when released, instantly lowers the pressure in the system to the minimum.</p> <p>Lance: A length of metal pipe or tubing to which the nozzle is connected on one end and the hose is connected on the other end.</p> <p>Lancing: A hydroblasting cleaning of the interior of tube or piping in which the lance operator inserts and retracts the lance and nozzle.</p>

5.2.12 Welding, Cutting, and Brazing

General Requirements

- a. A hot work permit must be obtained for all welding, cutting and brazing operations from the Project Superintendent, Field Engineer or Risk Management.
- b. Suitable fire extinguishing equipment must be immediately available in all welding, cutting and brazing work areas.
- c. A fire watch must be provided and maintained for at least 30 minutes after completion of the job.
- d. All work must be performed in a safe location or means must be taken to protect against creating a fire.
- e. Employees working around or below the welding, burning or grinding operation must be protected from falling or flying sparks.
- f. Cylinders, whether full or empty, shall not be used as rollers or supports
- g. Cylinders containing oxygen or acetylene or other fuel gas shall not be taken into confined spaces.
- h. Fuel gas cylinders shall be placed with valve end up whenever they are in use. They shall not be placed in a location where they would be subject to open flame, hot metal, or other sources of artificial heat.
- i. Inside of buildings, cylinders shall be stored in a well-protected, well-ventilated, dry location, at least 20 feet (6.1 m) from highly combustible materials such as oil or excelsior. Cylinders should be stored in definitely assigned places away from elevators, stairs, or gangways. Assigned storage places shall be located where cylinders will not be knocked over or damaged by passing or falling objects, or subject to tampering by unauthorized persons. Cylinders shall not be kept in unventilated enclosures such as lockers and cupboards.
- j. Fuel gas shall not be used from cylinders through torches or other devices which are equipped with shutoff valves without reducing the pressure through a suitable regulator attached to the cylinder valve or manifold.
- k. Before a regulator is removed from a cylinder valve, the cylinder valve shall always be closed and the gas released from the regulator

**Gas Welding
and cutting**

- a. All hoses and torches in use carrying acetylene, oxygen, fuel gas or any substance which may ignite or be harmful to employees shall be inspected at the beginning of each working shift. Defective hoses and torches shall be tagged "Do Not Use" and immediately removed from service.
- b. Torches must be lighted from friction lighters and not by matches or from hot work.
- c. Directional gas flow fittings (back-flow valves) must be provided on hoses to prevent reverse gas flow or back flow.
- d. Torches must be turned off and removed from confined spaces when not in use.
- e. Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck, or permitted to strike each other violently.
- f. When cylinders are hoisted, they shall be secured on a cradle, sling board, or pallet. They shall not be hoisted or transported by means of magnets or choker slings.
- g. Valve protection caps shall not be used for lifting cylinders from one vertical position to another. Bars shall not be used under valves or valve protection caps to pry cylinders loose when frozen. Warm, not boiling, water shall be used to thaw cylinders loose.
- h. Unless cylinders are firmly secured on a special carrier intended for this purpose, regulators shall be removed and valve protection caps put in place before cylinders are moved.
- i. Compressed gas cylinders shall be secured in an upright position at all times except, if necessary, for short periods of time while cylinders are actually being hoisted or carried.
- j. A suitable cylinder truck, chain, or other steadying device shall be used to keep cylinders from being knocked over while in use.
- k. Oxygen cylinders in storage shall be separated from fuel-gas cylinders or combustible materials (especially oil or grease), a minimum distance of 20 feet or by a noncombustible barrier at least 5 feet high having a fire-resistance rating of at least one-half hour.
- l. Cylinders shall be kept far enough away from the actual welding or cutting operation so that sparks, hot slag, or flame will not reach them. When this is impractical, fire resistant shields shall be provided.

**Arc Welding
and Cutting**

- a. Arc welding and cutting operations must be shielded by noncombustible or flameproof screens which protect employees and other persons working in the vicinity from the direct rays of the arc.
 - b. Arc welding and cutting cables must be completely insulated, flexible type, capable of handling the maximum current requirements of the work in progress. Cables in need of repair shall not be used.
 - c. When the welder or cutter leaves or stops work or when the welding or cutting machine is to be moved, the power supply switch to the equipment must be opened.
 - d. Ground connections must be made directly to the material being welded.
 - e. Only manual electrode holders which are specifically designed for arc welding and cutting, and are of a capacity capable of safely handling the maximum rated current required by the electrodes, shall be used.
 - f. Only cable free from repair or splices for a minimum distance of 10 feet from the cable end to which the electrode holder is connected shall be used, except that cables with standard insulated connectors or with splices whose insulating quality is equal to that of the cable are permitted.
 - g. Cables in need of repair shall not be used and repaired immediately if there is not new cable radially available.
 - h. All ground connections shall be inspected to ensure that they are mechanically strong and electrically adequate for the required current.
 - i. When electrode holders are to be left unattended, the electrodes shall be removed and the holders shall be so placed or protected that they cannot make electrical contact with employees or conducting objects.
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Ventilation and protection in welding and cutting

- a. General mechanical ventilation shall be of sufficient capacity and so arranged as to produce the number of air changes necessary to maintain welding fumes and smoke within safe limits
 - b. Contaminated air exhausted from a working space shall be discharged into the open air or otherwise clear of the source of intake air.
 - c. Oxygen shall not be used for ventilation purposes, comfort cooling, blowing dust from clothing, or for cleaning the work area.
 - d. All air replacing that is withdrawn shall be clean and fit for breathing.
 - e. "Lifelines." Where a welder must enter a confined space through a manhole or other small opening, means shall be provided for quickly removing him in case of emergency. When safety belts and lifelines are used for this purpose they shall be so attached to the welder's body that his body cannot be jammed in a small exit opening. An attendant with a pre-planned rescue procedure shall be stationed outside to observe the welder at all times and be capable of putting rescue operations into effect.
 - f. When sufficient ventilation cannot be obtained without blocking the means of access, employees in the confined space shall be protected by airline respirators and an employee on the outside of such a confined space shall be assigned to maintain communication with those working within it and to aid them in an emergency.
 - g. Employees performing any type of welding, cutting, or heating shall be protected by suitable eye protective equipment
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Training Requirements

- h. Employees who perform welding, cutting and brazing work must be trained in the safe use of their equipment and fuel gas usage.
 - i. Fire watches must be trained and aware they cannot leave the site until at least 30 minutes after the work is completed.
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5.2.13 Slings, Chainfalls, and Come-alongs

Slings

- a. Slings must not be loaded in excess of their rated capacities.
- b. Slings must be padded or protected from sharp edges of loads and not be pulled from under a load when the load is resting on the sling.
- c. Each day prior to use, slings and all fastenings and attachments must be inspected for damage or defects. Damaged or defective slings must be tagged "Do Not Use" and immediately removed from service.
- d. Wire rope slings shall be removed from service if any of the following conditions are present:
 - Ten randomly broken wires in one rope lay or five broken wires in one strand in one rope lay.
 - Wear or scraping of one-third the original diameter of outside individual wires.
 - Kinking, crushing, bird caging or any other damage resulting in distortion of the wire rope structure.
 - Evidence of heat damage.
 - End attachments that are cracked, deformed or worn.
 - Hooks that have been opened more than 15 percent of the normal throat opening measured at the narrowest point or twisted more than 10 degrees from the plane of the unbent hook.
 - Corrosion of the rope or end attachments.
- e. Synthetic web slings shall be immediately removed from service if any of the following conditions are present:
 - Acid or caustic burns.
 - Melting or charring of any part of the sling surface.
 - Snags, punctures, tears or cuts.
 - Broken or worn stitches.
 - Distortion of fittings.

**Chainfalls and
Come-alongs**

- a. Safety latches shall be installed and functional on hanging hooks and load hooks.
 - b. Chains, cables, and hooks shall be in good physical condition. Hanging hooks shall be free to pivot when lifting or pulling a load.
 - c. Load chains and cables shall not be used as slings.
 - d. Capacities of chainfalls and come-alongs shall be adequate for the load to be lifted or pulled. "Cheaters" shall not be used on the handles of come-alongs.
 - e. Chainfalls and come-alongs shall be inspected annually, and the most recent inspection date shall be clearly indicated on the equipment.
-

**Training
Requirements**

Contractors shall train employees who use slings, chainfalls and come-alongs in their safe use.

5.2.14 Compressed Gas Cylinders

General Requirements

- a. Cylinders must be secured in an upright position and a suitable cylinder truck, chain or other steadying device used to keep compressed gas cylinders from being knocked over while in use or in storage.
 - b. When work is finished, the cylinder valve must be closed with valve protection caps in place and secured.
 - c. Cylinders must be moved by tilting and rolling them on their bottom edges never dropped, struck or permitted to strike each other violently. Never use cylinders, full or empty as rollers or supports.
 - d. Cylinders are to be kept far enough away from the actual welding or cutting operation so that sparks, hot slag or flame can not reach. When this is impractical fire resistant shields shall be implemented.
 - e. Cylinders containing oxygen or acetylene or other fuel gas are not permitted in confined spaces.
 - f. Oxygen cylinders in storage shall be separated from fuel-gas cylinders or combustible materials (especially oil or grease), a minimum distance of 20 feet or by a noncombustible barrier at least five feet high having a fire resistance rating of at least one-half hour.
-

Training Requirements

- a. Contractors shall train employees in the safe use of fuel gas.
 - b. Training subjects shall include opening of cylinder valves, installation and removal of regulators and steps to be taken in the event of any gas leaks.\
 - c. Documentation of training.
-

5.3.0 Fire Protection and Prevention

General Requirements

- a. Access to fire fighting equipment must be maintained at all times. Access for fire control and routes for emergency vehicles must be maintained at all times.
- b. Contractors must be familiar with how to report a fire, the fire alarm system and how to respond to an alarm.
- c. Contractors must provide necessary fire extinguishers for protection of temporary facilities.
- d. All firefighting equipment, provided by the employer, shall be conspicuously located.
- e. As warranted by the project, the contractor shall provide a trained and equipped firefighting organization (Fire Brigade) to assure adequate protection to life.
- f. The contractor shall be responsible for the development of a fire protection program to be followed throughout all phases of the construction and demolition work, and the contractor shall provide for the firefighting equipment and a copy shall be provided to Cherokee Nation Risk Management. As fire hazards occur, there shall be no delay in providing the necessary equipment.

**Fire
Extinguishers**

- a. Fire extinguishers used for temporary and on-location buildings occupied by contractor employees must meet the OSHA requirements.
- b. Fire extinguishers shall be periodically inspected and maintained in operating condition. Defective equipment shall be immediately replaced.
- c. Fire extinguishers, rated not less than 2A, shall be provided for each 3,000 square feet of the protected building area, or major fraction thereof. Travel distance from any point of the protected area to the nearest fire extinguisher shall not exceed 100 feet.
- d. One or more fire extinguishers, rated not less than 2A, shall be provided on each floor. In multistory buildings, at least one fire extinguisher shall be located adjacent to stairway.
- e. A fire extinguisher, rated not less than 10B, shall be provided within 50 feet of wherever more than 5 gallons of flammable or combustible liquids or 5 pounds of flammable gas are being used on the jobsite.

- Fire Prevention**
- a. Electrical wiring must meet any applicable regulation.
 - b. Temporary heating devices must be approved by the Project Superintendent, Field Engineer, or Risk Management.
 - c. Smoking is prohibited in all areas of the job site.
 - d. Approved metal safety cans must be used for handling flammable liquids in quantities greater than 1 gallon.
 - e. Storage areas for combustible and flammable liquids must meet applicable regulations.
 - f. The entire storage site shall be kept free from accumulation of unnecessary combustible materials. Weeds and grass shall be kept down and a regular procedure provided for the periodic cleanup of the entire area.
 - g. When materials are stored indoors, the storage shall not obstruct, or adversely affect any means of egress.
 - h. No compatible materials, which may create a fire hazard, shall be segregated by a barrier having a fire resistance of at least 1 hour.
 - i. All materials shall be stored, handled, and piled with due regard to their fire characteristics.
-

Definitions

Combustible Liquids: Any liquid having a flash point above 100° Fahrenheit
Flammable Liquids: Any liquid having a flash point below 100° Fahrenheit

Training Requirements

Contractors must provide annual training to familiarize employees with the general principles of fire extinguisher use and the hazards involved with incipient stage fire fighting.

5.3.1 Temporary Field Facilities

General Requirements	Contractors shall provide their own temporary field facilities as listed below unless specifically authorized by the Project Superintendent in writing, to utilize existing accommodations:
Temporary Facilities	<p>Temporary facilities are:</p> <ol style="list-style-type: none">1) Office, tool and material trailers as needed and feasible within the available space.2) An eating facility which is separate and distinct from tool and material trailers and sanitary facilities.3) A wash station with appropriate drainage, or collection of waste water, at each work location.4) Sanitary facilities5) An adequate supply of potable drinking water
Responsibilities	<ol style="list-style-type: none">a. All temporary facilities shall be tied down or otherwise secured to prevent displacement during inclement weather conditions.b. Appropriate waste disposal containers and equipment shall be provided and disposal of waste shall be accomplished as needed to maintain a clean and functioning location free of hazards.c. Appropriate fire protection shall be available at all temporary facilities.

-
- Responsibilities**
- a. Contractors shall be responsible for the installation and maintenance of temporary pipe, sewer, cable, conduit and wire for electrical power, water, telephone and sanitation to connection points specified by the Project Engineer Superintendent.
 - b. Contractors shall be responsible for the security of all temporary facilities under their control.
 - c. Contractors shall locate temporary field facilities not nearer than 50 feet to any overhead pipelines or utilities.
 - d. Contractors shall be responsible for removal of all temporary facilities upon completion of their work, including disconnection of utilities and removal of trash, remaining materials of construction, buildings and trailers.
 - e. Any defacing of grounds or roads by contractors shall be repaired before leaving the location.
 - f. Payment of invoices may be withheld until tribal management is satisfied with the clean up and repair.

5.3.2 Steel Erection

Flooring Requirements

- a. Permanent floors must be installed as the erection of structural members progresses. There shall be no more than eight stories between the erection floor and the uppermost permanent floor, except where the structural integrity is maintained as a result of the design
 - b. At no time shall there be more than four floors or 48 feet of unfinished bolting or welding above the foundation or uppermost permanently secured floor.
 - c. A fully planked or decked floor or nets shall be maintained within two stories or 30 feet, whichever is less, directly under any erection work being performed.
 - d. A safety railing of 1/2 inch wire rope or equal shall be installed and flagged every six feet for visibility, approximately 42 inches high, around the periphery of all temporary floors during structural steel assembly.
 - e. All unused openings in permanent and temporary floors shall be planked over or guarded.
-

Structural Steel Assembly	<ul style="list-style-type: none"> a. During the placing of structural members, the load shall not be released from the hoisting line until the members are secured with not less than two bolts, or the equivalent, at each connection and drawn up wrench tight. b. Open web steel joists shall not be placed on any structural steel framework unless such framework is safely bolted or welded. c. Where long span joists or trusses are used, a center row of bolted bridging shall be installed to provide lateral stability prior to slacking of hoisting line. d. Tag lines shall be used for controlling loads. e. Tools and materials shall be raised and lowered using suitable containers and tag lines. f. Climbing up or down columns is not permitted. Walking the topside of bottom flanges of beams ("crabbing" - "cooning") is preferable to walking on top of beams. The use of OSHA required fall protection devices are to be used at all times during structural steel assembly above 6 feet.
Training Requirements	Contractors must train employees engaged in steel erection to meet the requirements of OSHA and document the personnel trained.

5.3.3 Concrete, Concrete Forms, and Shoring

General Requirements

- a. Construction loads cannot be placed on a partially completed concrete structure, unless such loading has been considered in the design of the forms and shoring.
- b. All protruding reinforcing steel, onto and into which employees could fall, must be guarded to eliminate the hazard of impalement.(rebar caps)
- c. Employees must not be placed in a position to ever be under concrete buckets while buckets are being elevated or lowered into position
- d. Formwork and shoring must be designed, erected, supported, braced and maintained so that it will safely support all vertical and lateral loads of the concrete.
- e. Reinforcing steel for walls, piers, columns and similar vertical structures must be adequately supported to prevent overturning or collapse.
- f. A limited access zone is to be established prior to the start of construction of a masonry wall large enough to equal the height and length of the wall.
- g. Employees engaged in the placing and tying of reinforcing steel and in the placing of concrete shall be protected against harm by wearing of personal protective equipment, such as gloves, rubber boots, etc.

Training Requirements

Employees shall be trained, as necessary for their work, in the use of concrete mixers, powered concrete trowels, pumpcrete systems and slip forms and document the personnel trained.

5.3.4 Security

General Requirements

- a. Contractor employees will be confined to the particular area in which they are working.
- b. Firearms of any type are not permitted on Tribal grounds. **NO EXCEPTIONS.**
- c. Contractors are responsible for the security of all materials, tools and equipment, whether owned by the contractor and/or rented by the contractor.
- d. Contractor will be required to provide a minimum 6ft. high chain link fence with chain and lock around the work site perimeter for the duration of the project. Including safety signage placed around the job site perimeter.
- e. Keys in equipment shall be removed at the end of the day to prevent theft of equipment or loss of property.
- f. All tools shall be kept in a secure area provided with lock and key and job boxes locked secured to prevent theft.

5.4.0 Hazardous Work Permit

General Requirements

Permits used for potentially hazardous work are issued to contractors by the Project Superintendent, Field Engineer or Risk Management.

Required permits are:

- 1) **Hot Work (Fire Permit)** required for all welding, burning, cutting, torch heating or similar operations using an electric arc or open flame and for any other flame or spark producing operation, such as, non-explosion proof power tools, chipping, grinding, etc. A hot work permit is also required for opening electrical equipment in classified areas.
- 2) **Vessel Entry or Confined Space** required for all enclosures that are not designed for continuous employee occupancy and which have limited or restricted means for entry and exit. Included are insides of tanks, vessels, and other similar containers. Also included are trenches, pits and open top containers greater than four feet deep and any other enclosed area where flammable or toxic gases may be present or the possibility of oxygen deficiency exists. Special training for entry into permit required confined space is mandatory.
- 3) **Lockout/Tagout** is required on equipment prior to commencing work. Each person must have their own lock.
- 4) **Excavations and Trenching** - Any earth removal other than surface grass and leaf raking is considered to be excavation / trenching and requires a permit.
- 5) **Scaffolding/Elevated Work Permit** is required for any task where the working height is over six (6) feet.
- 6) **Line Breaking Permit** is required for work involving breaking into process piping or vessels, if the vessel is normally pressurized and is not possible to enter (i.e. requires a confined space entry permit).

**Emergency
Response**

- j. In the event of an emergency alarm, hazardous work permits become invalid and work authorized under them must cease until told otherwise by Project Superintendent, Field Engineer, or Risk Management.

5.4.1 Confined Space Entry

**General
Requirements**

- a. Contractors must comply with all OSHA confined space entry procedures including issuing of a confined space permit.
 - b. Perform atmospheric test in the confined space before allowing entry to ensure there are not IDLH conditions in the confined space.
 - c. Perform atmospheric test in the confined space while work is being performed to ensure that the atmospheric conditions are within acceptable limits and that no IDLH conditions become present during work.
 - b. All work permits must be obtained if additional work is performed such as Lock Out Tag Out, Hot Work, etc.
 - c. Contractors must provide safety attendants as specified by the permit.
 - d. Safety attendants must stay in the immediate proximity of the confined space point of entry. They do not enter the confined space nor have any other duties except the duties of attendant. They are not to act as “helpers”.
 - e. Whenever welding, cutting or heating is performed in a confined space, exhaust ventilation must be provided. When sufficient ventilation cannot be provided, contact Project Superintendent, Field Engineer or Risk Management.
 - f. All required PPE for entrance into the confined space shall be worn at all times. **NO EXCEPTIONS.**
 - g. Have and keep access to all types of confined space rescue equipment at all times.
 - h. Have on stand-by a certified confined space rescue team.
 - i. Signage shall be placed by the area that is determined to be a confined space to caution others that the space is a permit required confined space and if the space entry is ground opening, any guard railing or barricading be done to caution others of the potential fall hazard.
-

Training

- a. Contractor employees entering confined spaces must be trained in confined space entry in conjunction with the processing of confined space entry permits and other location requirements.
 - b. Contractor safety attendants (i.e., vessel entry attendants, hole watchers, standby attendants) must receive training and testing equivalent to that required for location safety attendants. Individuals should complete Competent Person training in this topic.
 - c. Documentation of successful completion of Confined Spaces.
-

Definitions

Confined Spaces: Enclosures that are not designed for continuous employee occupancy, have limited or restricted means for entry or exit and are potentially hazardous due to possible atmospheric contamination, physical hazards or any other recognized safety or health hazard.

Confined Space Entry: Confined space entry occurs whenever a person's face breaks the plane of the opening to the confined space.

IDLH: Immediately Dangerous to Life or Health

5.4.2 Breaking into Pipelines

General Requirements

- a. Contractors must comply with the Cherokee Nation procedure for breaking into pipelines including obtaining a line-breaking permit.
- b. Contractors must be aware that additional hazardous work permits may also be required such as Lock Out Tag Out, etc.
- d. Protection from potential hazards must be provided by the contractor such as protective barriers or removal of all personnel from the area.
- e. Personal protective equipment suited for the worst possible exposure must be provided by the contractors to their employees. Requirements may include acid suits, boots, face shields, respirators, gloves, etc.
- f. Safety Data Sheets and Emergency Response procedures are available and must be reviewed prior to line entry.
- g. Contractors must be informed of a wash area in case of emergency use is needed.

Training Requirements

Contractor employees must be trained in the procedures for breaking into pipelines and document the personnel trained.

5.4.3 Lockout and Tagging

General Requirements

Contractors are required to follow all Lock-out Tag-out procedures for any work on equipment with potentially hazardous energy sources.

Lockout/Tagout

- a. Lockout and danger tags must be used to prevent the operation of switches, valves and pieces of equipment where personal injury may occur or equipment may be damaged.
 - b. Equipment is locked out by the Project Superintendent, Field Engineer or person performing work. The keys for the operations locks will be placed under the control of Construction Management in the project trailer/office.
 - c. It is the responsibility of the contractor to verify the lockout checklist is followed. The electrical switch shall be tried after locking and tagging, before starting work, to make sure that it will not operate. Push the switch on. If assured that the switch is locked out, push the switch off to de-energize the system.
 - d. When the equipment being locked out is in a confined space, the confined space shall be cleared of all employees prior to trying the electrical switch and a confined space permit obtained.
 - e. Each worker is required to have their own lock. Their name and company name must be on the lock or a tag attached to the lock.
 - f. Workers must remove only their own lock and tag when they have completed their work.
-

Training

Training is required for all contractor employees who perform work on isolated equipment and employees working in the immediate vicinity that might be affected if the isolation system fails and documentation of successful completion of Lock-out Tag-out Procedures.

5.4.4 Electrical Safety

Governmental Requirements	Contractors must provide either ground-fault circuit interrupters (GFCI's) or an assured equipment grounding conductor program to protect employees from ground-fault hazards at construction locations.
General Requirements	<ul style="list-style-type: none">a. Illumination of construction areas, ramps, runways, corridors, offices, shops and storage areas shall be lighted to not less than the minimum illumination intensities required by OSHA.b. All lamps for general illumination shall be protected from accidental contact or breakage. Metal-case sockets must be grounded.c. Stripping of wire insulation shall be performed only with the use of cable strippers or appropriate stripping knives. Use of hunting or jack knives is prohibited. The slicing action shall be away from the employee.
Electrical Cords	<ul style="list-style-type: none">a. Temporary lights shall not be suspended by their cords, unless they are so designed. Temporary lighting circuits shall be used for lighting only.b. Extension cords shall be of the three-wire type. Extension cords, and flexible cords used with temporary and portable lights, must be designed for hard or extra-hard use.c. Worn or frayed electrical cords and cables or cords and cables missing the ground pin shall not be used. Extension cords shall not be fastened with staples, hung from nails or suspended by wire.d. Only 12 gauge extension cords are permitted for use.
De-energized circuits	<ul style="list-style-type: none">a. Contractors shall not allow employees to work near energized electrical circuits.b. Equipment and circuits that are de-energized must be locked out using the Lock-Out Tag-Out (LOTO) permit procedure.

5.4.5 Hot Work Permit (Fire Permit)

General Requirements

Contractors shall comply with all hot work procedures.

- a. A hot work permit shall be submitted, processed and approved for any maintenance or operation work related activity which produces a source of ignition.
- b. In some work activities other hazards must be addressed before hot work may be safely undertaken. These hazards may involve energized equipment, pressurized or contaminated piping, or entry into confined spaces.

Fire Prevention Actions

- 1) Combustibles shall be moved at least 35 feet from the hot work operations. If combustibles cannot be removed, they shall be protected by flame-proof guards, curtains or covers.
 - 2) Flammable liquids shall be removed from the area or totally isolated from the vicinity of the hot work.
 - 3) Floor, wall and other openings shall be closed or covered; this includes floor drains.
 - 4) Combustible dust must be cleaned from the vicinity of the hot work operations.
 - 5) Where surrounding floors are of combustible construction, these shall be protected with a flame-proof cover. Where electric powered equipment is not involved, the floors may be swept clean and wetted with water.
 - 6) Combustible material adjacent to the opposite side of metal partitions walls, ceilings or roofs and are likely to be ignited by conduction or radiation must be removed.
-

**Before Hot
Work begins**

- 1) Involved personnel must be informed where and how to turn in a fire alarm.
- 2) For an area protected by a fixed sprinkler system, the system must be verified that it is functional and without impairment.
- 3) Stand-by fire-fighting equipment must be available at the job site. This equipment must consist of hand-held fire extinguishers appropriate to the hazards present and be readily available to any employee at any time if a fire was to occur.
- 4) Fire watches are required whenever welding or cutting is performed.

Note: Fire watch shall be maintained by the contractor for at least 30 minutes after completion of hot work to extinguish possible smoldering fires.

**Training
Requirements**

Fire watchers shall be trained to extinguish small fires and to be knowledgeable of the hot work permit procedure and of the hazards involved in hot work and documentation of successful completion of hot work permitting.

5.4.6 Hot-Tapping

General Requirements

- 1) Only trained, qualified and certified personnel are allowed to operate hot-tapping equipment.
- 2) Appropriate hazardous work permits must be obtained through either the Project Superintendent or Field Engineer prior to starting hot-tap operations.

Training Requirements

- a. Employees who operate hot-tapping equipment must be trained in the safe use of all such equipment.
- b. Contractors shall provide copies of employees' certification for welding and for operation of hot-tap equipment to the Project Superintendent, the Field Engineer or Cherokee Nation Risk Management.

5.4.7 Trenching and Excavation

General Requirements

- a. Contractors shall not initiate excavations without an approved excavation permit through the Project Superintendent.
- b. If the soil to be excavated is contaminated or suspected of being contaminated, the Contractor must notify the Project Superintendent so they may notify Cherokee Nation Risk Management and Cherokee Nation Environmental Services prior to beginning the excavating.
- c. Underground lines, equipment and electrical cables must be identified and located prior to beginning work either through Construction Management and/or through Tribal Facilities Management.
- d. Walls and faces of trenches and excavations, five or more feet deep, must be shored, sloped or shielded as dictated by the type of soil encountered. Each worker in excavations must be protected from cave-ins by an adequate protection system that may require the use of trench boxes.
- e. Daily inspections must be conducted by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.
- f. Trenches greater than four feet deep require an approved confined space entry permit.
- g. No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded
- h. Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation.
- i. Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least 2 feet from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.
- j. Walkways shall be provided where employees or equipment are required or permitted to cross over excavations. Guardrails shall be provided where walkways are 6 feet or more above the bottom of the trench.
- k. No employee shall remain in a trench box while the box is being lifted out

**Additional
Safety
Requirements**

- a. Employees must be protected from excavated or other materials and equipment that could pose a hazard by falling or rolling into excavations.
- b. Physical barriers must be placed around or over trenches and excavations. Barriers can be removed only when necessary to provide access to personnel or equipment. Flashing light barricades shall be provided at night.
- c. A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are four feet or more in depth so as to require no more than 25 feet of lateral travel for employees.
- d. Backfilling and removal of support systems shall be performed only after employees have cleared the area. All excavations shall be backfilled and graded promptly.

**Training
Requirement**

Contractors must train all employees in the recognition and avoidance of unsafe conditions relative to working in and around excavations and trenches and provide documentation of successful completion of training to Cherokee Nation Risk Management.

5.4.8 Elevated Work

General Requirements

- a. An elevated work permit must be obtained from the Project Superintendent for all elevated work.
 - b. Contractors must provide primary and secondary fall protection systems for their employees. Primary fall protection is the preferred method.
 - c. Safety nets can only be used with approval of Risk Management.
 - d. All equipment used in elevated work must be inspected prior to each use. Defective equipment shall be tagged "Do Not Use" and immediately removed from service.
-

Definitions

Primary fall protection systems provide walking and working surfaces in elevated areas which are free from floor openings, are equipped with standard guard rail systems on all open sides and with closure apparatus for ladder openings, or other points of access, when required.

A **secondary fall protection system** consists of an approved full body harness and two shock-absorbing lanyards. This system must be worn and used as a backup to primary fall protection systems and in the absence of primary systems when employees are working six feet or more above the work surface. The body harness must be properly tied off to tie off points or lifeline systems with positive attachment 100 percent of the time.

Primary Fall Protection

These systems include but are not limited to scaffolds, aerial lifts and other approved personnel lifting devices.

Step	Action
1.	Consists of a top rail approximately 42 inches above the walking/working surface,
2.	a mid-rail at approximately 21 inches above that surface, and
3.	a four inch tall toe-board mounted at the working surface.
4.	Upright support post spacing not to exceed eight feet.
5.	The entire system must be capable of supporting 200 pounds force in any direction with minimum deflection.
6.	Floor opening/hole covers must be capable of supporting the maximum potential load expected.
7.	When using a lift, lanyards must be secured to the lift basket 100 percent of the time.

Secondary Fall Protection

Contractors must wear an approved full body harness with two shock-absorbing lanyards (secondary fall protection) when six feet or more above their work surface.

Step	Action
1.	Only full body safety harnesses and shock absorbing lanyards capable of supporting 5,400 pounds must be used.
2.	Fall protection lanyards must be attached to the D-ring located in the middle back of the safety harness.
3.	The tie off point must prevent the user from falling no more than 6 feet and be capable of supporting at least 5,400 pounds.

Lifeline Systems

Lifeline systems are points of attachment for fall protection lanyards and must meet the following requirements.

Step	Action
1.	Capable of supporting at least 5400 pounds.
2.	Horizontal lifelines must: <ul style="list-style-type: none">• Be made of at least three-eighths inch wire rope ,• Withstand at least 5400 pounds impact,• Pulled tight enough to prevent deflection, and• Positioned so as to provide points of attachment to prevent the user from falling more than 6 feet.
3.	Vertical lifelines must be: <ul style="list-style-type: none">• Of static lifelines made three-eighths inch wire rope• Equipped with approved sliding rope grabs, or• Consist of self-retracting reel type lanyard/lifelines which are attached directly to a safety harness.<ul style="list-style-type: none">• Supports capable of withstanding 5400 pounds impact loading• Secured by means of shackles and wire rope chokers or synthetic slings.
4.	Lanyards shall not be attached to lifelines by means of knots or loops.

Training Requirements

All contractor employees who will be required to perform elevated work must be fully trained in elevated work practices, the wearing and care of full body safety harnesses and lanyards, and in the safe use of all elevated work equipment.

5.4.9 Fall Protection

General Requirements

Contractor shall determine if the walking/working surfaces on which its employees are to work have the strength and structural integrity to support employees safely.

- A. Each employee on a walking/working surface (horizontal and vertical surface) which is 6 feet (1.8 m) or more above a lower level shall be protected from falling by the use of guardrail systems, safety net systems, or personal fall arrest systems.
- B. Fall protection shall be used or in place with any activity at or above six feet in height. Violation of zero tolerance will result in removal from all Cherokee Nation jobs for a period of (90) ninety days for the first offense; and (1) one year for the second offense of any zero tolerance items. NO EXCEPTIONS.
- C. The employer shall provide for prompt rescue of employees in the event of a fall or shall ensure that employees are able to rescue themselves.
- D. Have a fall protection plan in place that outlines the requirements and duty to have fall protection per Subpart M of CFR 1926.

Protection from falling objects

- a. Erect toe boards, screens, or guardrail systems to prevent objects from falling from higher levels; or,
 - b. Erect a canopy structure and keep potential fall objects far enough from the edge of the higher level so that those objects would not go over the edge if they were accidentally displaced; or,
 - c. Barricade the area properly to prohibit employees from entering the area.
-

**Personal fall
Arrest Systems**

- a. Only full body harness and shock absorbing lanyards capable of supporting 5,400 pounds can be used as part of a fall arrest system. Body belts are not acceptable as part of a personnel fall arrest system.
- b. Snaphooks must be a locking type.
- c. Horizontal lifelines must be designed, installed, and used, as part of a complete personal fall arrest system.
- d. Anchorage's used for attachment of personal fall arrest equipment must be independent of any anchorage being used to support or suspend platforms.
- e. Snap hooks shall be sized to be compatible with the member to which they are connected to prevent unintentional disengagement of the snap hook by depression of the snap hook keeper by the connected member, or shall be a locking type snap hook designed and used to prevent disengagement of the snap hook by the contact of the snap hook keeper by the connected member.
- f. Dee-rings and snap hooks shall have a minimum tensile strength of 5,000 pounds.
- g. Connectors shall have a corrosion-resistant finish, and all surfaces and edges shall be smooth to prevent damage to interfacing parts of the system.
- h. Connectors shall be drop forged, pressed or formed steel, or made of equivalent materials.
- i. Self-retracting lifelines and lanyards which automatically limit free fall distance to 2 feet or less shall be capable of sustaining a minimum tensile load of 3,000 pounds applied to the device with the lifeline or lanyard in the fully extended position.
- j. Self-retracting lifelines and lanyards which do not limit free fall distance to 2 feet or less, rip-stitch lanyards, and tearing and deforming lanyards shall be capable of sustaining a minimum tensile load of 5,000 pounds applied to the device with the lifeline or lanyard in the fully extended position.
- k. Anchorages used for attachment of personal fall arrest equipment shall be independent of any anchorage being used to support or suspend platforms and capable of supporting at least 5,000 pounds per employee attached.
- l. Personal fall arrest systems and components subjected to impact loading shall be immediately removed from service and shall not be used again for employee protection until inspected and determined by a competent person to be undamaged and suitable for reuse.

Warning line systems

- a. Warning line systems must be erected around all sides of the roof work area not less than 6 feet (1.8 m) from the roof edge.
- b. No employee is allowed in the area between a roof edge and a warning line unless the employee is performing roofing work in that area and must wear personal fall arrest when performing work that is between the leading edge and the warning line.
- c. Rope, wire, or chain shall be flagged at not more than 6-foot intervals with high-visibility material.
- d. The rope, wire, or chain shall be rigged and supported in such a way that its lowest point (including sag) is no less than 34 inches from the walking/working surface and its highest point is no more than 39 inches from the walking/working surface.
- e. The rope, wire, or chain attached, stanchions shall be capable of resisting, without tipping over, a force of at least 16 pounds applied horizontally against the stanchion, 30 inches above the walking/working surface, perpendicular to the warning line, and in the direction of the floor, roof, or platform edge.
- f. The rope, wire, or chain shall have a minimum tensile strength of 500 pounds, and after being attached to the stanchions, shall be capable of supporting, without breaking, the loads applied to the stanchions

Training requirements

Contractor must provide a training program for each employee who might be exposed to fall hazards. The program must enable each employee to recognize the hazards of falling and train each employee in the procedures to be followed in order to minimize these hazards and provide documentation of successful completion of training to Cherokee Nation Risk Management.

5.4.10 Demolition and Dismantling

General Requirements

- a. Prior to starting demolition of any structure, an Environmental Survey should be conducted by a qualified person to address any environmental issues, i.e. asbestos, lead, moisture and/or air quality. Such reports shall contain recommendations for all environmental hazards.

A written engineering survey may need to be made by a competent person to determine the condition of the framing, floors, walls and the possibility of unplanned collapse of any portion of the structure including adjacent structure. Contractors must obtain all appropriate hazardous work permits before starting work.

- b. When employees are required to work within a structure to be demolished which has been damaged by fire, flood, explosion or other cause, the walls or floor must be shored or braced.
 - c. Before demolition work is started, all electric, gas, water, steam, sewer and other service lines shall be shut off, capped or otherwise controlled, outside the building line.
 - d. No workers are permitted in any area which can be adversely affected by demolition operations when balling or clamming is being performed.
 - e. During demolition, continuing inspections by a competent person must be made as the work progresses to detect hazards resulting from weakened or deteriorated floors, or walls, or loosened material.
-

Openings

- a. Where a hazard exists to employees falling through wall openings, the opening must be protected to a height of approximately 42 inches.
- b. When debris is dropped through holes in the floor without the use of chutes, the area onto which the material is dropped must be completely enclosed with barricades not less than 42 inches high and not less than six feet back from the projected edge of the opening above.
 - Signs, warning of the hazard of falling materials, must be posted at each level.
 - Removal is not permitted in this lower area until debris handling ceases above.
 - All floor openings not used as material drops must be covered with material substantial enough to support the weight of any load which may be imposed. Openings shall also be marked as “HOLE” with spray paint or other means to address hazards.

**Stairs,
passageways,
and ladders**

- c. Only those stairways, passageways, and ladders, designated as means of access to the structure of a building, shall be used. Other access ways shall be entirely closed at all times.
 - d. All stairs, passageways, and ladders must be periodically inspected and maintained in a clean safe condition.
 - e. In a multistory building, when a stairwell is being used, it must be properly illuminated.
-

Chutes

- a. Chutes at an angle of more than 45 from the horizontal, are required to be enclosed.
- b. When not in use, the area surrounding the discharge end of a chute shall be securely closed off.
- c. Chutes must be designed and constructed of such strength as to eliminate failure due to impact of materials or debris loaded therein.
- d. Any chute opening, into which workmen dump debris, shall be protected by a substantial guardrail approximately 42 inches above the floor or other surface on which the men stand to dump the material. Any space between the chute and the edge of openings in the floors through which it passes shall be solidly covered over.
- e. Where the material is dumped from mechanical equipment or wheelbarrows, a securely attached toe board or bumper, not less than 4 inches thick and 6 inches high, shall be provided at each chute opening.

Removal of materials through floor openings

The openings must be no larger in size than 25 percent of the total floor area, unless the lateral supports of the removed flooring remain in place.

Manual removal of floors

- a. Openings cut in a floor must extend the full span of the arch between supports.
- b. First remove debris and other material for a distance of 20 feet prior to demolishing any floor arch.
- c. When floor arches are being removed, the area must be barricaded to prevent access to it.
- d. Safe walkways, not less than 18 inches wide, formed of planks not less than 2 inches thick if wood, or of equivalent strength if metal, shall be provided and used by workmen when necessary to enable them to reach any point without walking upon exposed beams.
- e. Planks shall be laid together over solid bearings with the ends overlapping at least 1 foot.

**Removal of
walls, floors,
and material
with equipment**

- a. Mechanical equipment shall not be used on floors or working surfaces unless such floors or surfaces are of sufficient strength to support the load.
- b. Floor openings must have curbs or stop-logs to prevent equipment from running over the edge.

Storage

The storage of waste material and debris on any floor shall not exceed the allowable floor loads.

**Removal of
steel
construction**

- a. When floor arches have been removed, planking must be provided for the workers engaged in razing the steel framing.
- b. Steel construction shall be dismantled column length by column length, and tier by tier (columns may be in two-story lengths).

**Training
Requirements**

- a. Contractors must train employees in the recognition and avoidance of unsafe conditions in the work environment.
 - b. Employees must be instructed in the safe handling and use of harmful substances, flammable liquids, gases and toxic materials.
-

5.5.0 Occupational Health Workplace Exposure Monitoring

General Requirements

- a. Contractors shall provide protection to their employees from overexposure to physical, chemical and biological hazards in the work place.
- b. Contractors shall obtain information on health hazards at the location and communicate this information to their employees.
- c. Contractors shall identify significant health hazards that they introduce into the work areas and communicate this information to their employees and Risk Management.
- d. Immediate action shall be taken to reduce employee exposures to potential health hazards to levels that comply with governmental requirements.
 - Contractor exposure monitoring records shall be maintained by the contractors in accordance with governmental retention requirements.

5.5.1 Hearing Conservation

General Requirements

Hearing protection for employees is required where noise levels exceed 85 DBA time-weighted average.

Contractors and their employees must comply with all posted hearing protection requirements. Contractors shall provide all required hearing protection equipment and related services unless otherwise agreed upon.

Contractors shall have written hearing conservation programs which identifies and follows OSHA guidelines.

Training Requirements

Contractor employees must be trained in the use of hearing protection and the effect of noise on hearing and provide documentation of successful completion to Cherokee Nation Risk Management.

5.5.2 Respiratory Protection

General Requirements

- a. For jobs that require respirators, contractors shall have a written program that complies with OSHA regulations.
- b. Contractors shall provide all required respiratory protection equipment and related services unless otherwise agreed upon.
- c. Contractors will provide records indicating employees are medically fit to wear a respirator.
- d. Contractors will provide records indicating employees are fit tested at least annually.

Training Requirements

Contractors will provide records indicating employees are trained in the use of respiratory protective equipment according to their written plan and provide documentation of successful completion to Cherokee Nation Risk Management.

5.5.3 Hazard Communication

General Requirements

- a. Contractors must have a written hazard communication program and inform their employees of the location and availability of the program. The program must include:
 - 1) A list of hazardous chemicals which employees may be exposed.
 - 2) Potentially significant health hazards which would result from exposure to the hazardous chemicals.
 - 3) Appropriate precautionary measures to protect against adverse health effects.
 - 4) Actions to be taken in response to emergency situations.
- b. Materials shall be labeled consistently and have the appropriate hazard warning; the name on the label shall be the same as that in the hazardous communication program and on the safety data sheet.
- c. Contractors shall train their employees on the physical, chemical and biological agents in the workplace.
- d. The Contractor will provide Tribe a copy of all Safety Data Sheets for chemicals/materials that are brought onto the worksite when requested.

Training Requirements

Employees must be provided with information and training in hazardous chemicals in their work area at the time of their initial assignment, and whenever a new hazard is introduced into their work area and provide documentation of successful completion to Cherokee Nation Risk Management.

5.5.4 Lead Exposure

General Requirements Contractors must notify the Project Superintendent and Risk Management of any material brought on site containing lead.

In the absence of documentation, the plant/contractor is to assume all protective coatings contain lead until a sample thereof is proven lead free by laboratory testing.

Training Requirements All contractor employees, regardless of exposure, are required to receive training regarding any hazardous materials, including lead; they may be exposed to at their work site and provide documentation of successful completion to Cherokee Nation Risk Management.

5.5.5 Vehicle Safety

General Requirements

- a. Contractor employees must park their work vehicles only in the designated contractor area. Cherokee Nation assumes no responsibility for vehicles, or articles in vehicles, parked on the property.
- b. Only vehicles required for work will be permitted inside the location. 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 vehicles including heavy equipment.
 - 1) All traffic regulations and signs must be obeyed.
 - 2) All vehicles are subject to inspection when entering or leaving the location.
- c. A stipulation may be placed on the number of vehicles contractors may operate inside the location.
- d. Contractors shall not use any motor vehicle, earth moving or compacting equipment having an obstructed view to the rear unless the vehicle has a reverse signal alarm distinguishable from the surrounding noise level.
- e. Vehicles shall not be left running while unattended.
- f. Vehicles used to transport employees shall have seats firmly secured and adequate for the number of employees to be carried.

Training Requirements

Contractors training programs for safe operation of vehicles, such as, automobiles, pickup trucks, vans, etc., shall require as a minimum:

- 1) The operator to have a valid drivers license.
- 2) Seat belts to be used by all persons in the vehicle.
- 3) Driver to be responsible for the safety of all passengers.

5.5.6 Cranes and Hoisting Equipment

General Requirements

- a. Contractors shall operate and maintain cranes and hoisting equipment in accordance with OSHA regulations and equipment manufacturer's specifications and limitations.
- b. Contractors must maintain an inspection program which includes annual inspections of hoisting equipment. Contractors must inspect cranes and hoisting equipment prior to each use and during use. Deficiencies must be repaired, or defective parts replaced, before continued use.
- c. Riding of crane hooks and headache balls is prohibited.
- d. Outriggers must be fully extended and pedestals lowered for any lift.
- e. Cranes and derricks shall not be refueled while in operation.
- f. Cranes and derricks not in use shall be properly secured.
 - 1) Hydraulic booms shall be retracted.
 - 2) Whip lines shall be secured.
- g. The crane operator must remain in the cab at all times if the crane is running (or at the controls when a remote is used.)
- h. Rated load capacities and recommended operating speeds, special hazard warnings or instructions, must be conspicuously posted on all equipment and be visible to the operator.
- i. Accessible areas must be barricaded in such a manner as to prevent injury to an employee

Lift Operation

When making a lift with a crane, the contractor must:

Provide Cherokee Nation with a completed Lift Plan for the lift being conducted.

Step	Action
1.	Designate a person to supervise the lift
2.	Designate a person designated to be a signaler.
3.	Maintain continuous visual contact between the crane operator and the signalman during the lifting operations.
4.	The area must be cleared, roped or barricaded off.
5.	Make sure no one will stand or pass under suspended loads.
6.	Tag lines must be used for controlling loads.

Power Lines

Contractors must follow guidelines and OSHA regulations concerning safety clearance near power lines whenever a crane, boom truck or other lifting device is working near or in transit to the job.

Contractor supervisors, operators and support personnel shall be knowledgeable in this procedure and the hazards of using hoisting equipment near electrical power lines.

Training Requirements

Operators of crane, derricks and hoisting equipment shall be trained and qualified in the safe operation of the equipment and provide documentation of successful completion to Cherokee Nation Risk Management.

5.5.7 Mobile/Powered Construction Equipment

General Requirements

- a. Earth-moving/material handling machinery shall be designed and equipped with rollover protective structures which meet minimum protective standards and have a service braking system capable of stopping and holding the equipment fully loaded.
 - b. All bi-directional machines, such as rollers, compactors, front-end loaders, bulldozers, and similar equipment shall be equipped with a horn, distinguishable from the surrounding noise levels, which shall be operated as needed when the machine is moving in either direction.
 - c. Lift trucks, stackers, etc. shall have the rated capacity clearly posted on the vehicle so as to be clearly visible to the operator.
 - d. No employees shall use any motor vehicle equipment having an obstructed view to the rear unless:
 - The vehicle has a reverse signal alarm audible above the surrounding noise level, or
 - The vehicle is backed up only when an observer signals it is safe to do so.
 - e. All mobile/powered construction equipment shall be equipped with an operable fire extinguisher.
 - f. All equipment vehicles in use shall be checked at the beginning of each shift for the safe operation of components such as fire extinguishers, steering mechanisms, service brakes, horns, coupling devices, operating control and other safety devices.
-

**Extensible and
Articulating
Boom
Platforms**

1. Employees must always stand firmly on the floor of the basket, not sit or climb on the edge of the basket or use planks, ladders, or other devices for a work position.
 2. Aerial lifts shall not be used to transport construction/maintenance materials.
 3. Any person who is operating an aerial lift shall wear a harness or a body belt with a two foot lanyard attached to the basket of the lift.
-

**Additional
Requirements**

- a. Under no circumstances shall a powered machine be refueled while the engine is operating.
 - b. When noise level of the equipment is greater than location requirements, hearing protection shall be used.
 - c. All mobile and/or powered equipment used shall follow manufacturer's specifications and safety guidelines.
 - d. Trailers used to transport mobile/powered construction equipment shall be inspected prior to each use. Fully loaded equipment transporting trailers shall not exceed the design load rating capacity.
-

Training

Employees shall be trained in the safe operation and recognition of hazards and provide documentation of successful completion to Cherokee Nation Risk Management.

5.6.0 Waste Management

General Requirements

- a. Contractors must identify, treat, store and handle waste consistent with Environmental Protection Agency regulations (EPA - hazardous waste rules), state regulations (non-hazardous industrial waste) and location procedures.
- b. Waste generated by a contractor on location must be disposed of by that contractor. Construction debris and other material that is not contaminated must be disposed with the approval of the Project Superintendent or Field Engineer.
- c. Contractors who generate waste oil can dispose of the material by contacting the Project Superintendent.

Training Requirements

Employees must be trained in waste management and provide documentation of successful completion to Cherokee Nation Risk Management.

Definition

Waste: All (1) garbage, refuse, sludge, sand from sand-blasting operations, dirt from excavations, personal protective equipment which will not be reused and any other material to be discarded, which resulted from construction, industrial, commercial, mining or agricultural operations (excluding air emissions); and (2) any waste-like material that is reused, recycled, reclaimed or burned for energy recovery and is subject to governmental waste management regulation.

5.6.1 Ground and Surface Water Protection

General Requirements

- a. Contractor operations shall not have an adverse effect on ground or surface water.
- b. Contractors must take measures to avoid spills/releases and to contain and clean up any spills/releases. In the event of a spill or release, contractors shall take immediate measures to report it and contain it.

Definitions

Ground water: Water below land surface in a zone of saturation.

Surface water: Flowing and standing water on land surface.

Adverse effect on ground water: An effect that significantly impairs the current or any reasonably anticipated use of ground water.

Adverse effect on surface water: An effect that significantly impairs the current or any reasonably anticipated use of surface water.

5.6.2 Substance Detection

General Requirements

- a. Contractors must comply with the Cherokee Nation substance abuse policy.
- b. Contractors must have a documented program to assure that contract employees who work at the Tribe are not impaired due to alcohol, drugs or other substances.
- c. Contractors must provide the Cherokee Nation with a summary of testing data on request.
- d. When an employee tests positive for substance impairment in random testing, contractors must:
 - 1) Inform the Project Superintendent.
 - 2) Immediately remove the employee from the location.
- e. An employee who has tested positive for substance impairment must not be allowed to return to Cherokee Nation property until Cherokee Nation has been provided verification and documentation that the employee has successfully completed a recognized substance abuse rehabilitation program.

Project Specific Conditions

General Items

Workers on site shall comply with both Key Construction and Cherokee Nation safety manuals and requirements.

Workers must take due care to secure all tools, materials, and equipment against theft and vandalism.

Tribal Employment Rights Office

Successful bidders shall complete all required TERO related documents including project labor agreement.

A work permit fee of \$25 per person per day will be required for all on-site workers who are not a member of a federally recognized Indian tribe.

Working Hours

All trades shall work 50 hours per week in order to maintain the project schedule.

Tax Exempt Status

The project is **not** sales tax exempt and will **not** have owner paid invoices.



Cherokee Nation Laws & Regulations

The responding firm's attention is directed to the fact all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the contract throughout, and they will be deemed to be included in any future contract the same as though written out in full.

Wage Rates: The Cherokee Nation requests the wages for any future contract/project follow the Davis Bacon Wage Scale. Awarded parties will be required to maintain wage rates paid to employees for any future awarded project and have reports available upon request. And, 40 U.S.C.A. §3702 & §3704 per Department of Labor regulations regarding work hours and conditions.

Cherokee Nation TERO law and fees are applicable to any future agreement

Indian Preference in Contracting & Subcontracting

All contracting pursuant to this Agreement shall comply with procedures for selection of contractors and sub-contractors set forth within § 5307 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5301 et seq.), as well as the Cherokee Nation Acquisition Management Policies and Procedures. To that end, the parties to this Agreement shall, to the greatest extent feasible, give preference and opportunities for training and employment to Indian and Alaska Natives, and preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. This clause shall be included in every subcontract in connection with the Project, and Contractor shall, at the direction of Cherokee Nation, take appropriate corrective action in the event of a finding by Cherokee Nation of a violation hereof by a contractor or subcontractor.

Environmental Protection

CONSTRUCTION
MANAGER'S
MANUAL



Project Specific Conditions
00 81 00 - 2

- a) If extraordinary or exceptional circumstances involving the National Environmental Policy Act (NEPA) and related environmental considerations are encountered in the project, or if there is any change in the project, which could change the project environmental determination, the Contractor agrees to stop construction in affected areas and to notify the NATION'S Project Inspector.
- b) The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for the prevention of environmental pollution during, and as a result of, construction operations under this contract except for those measures set forth in other technical provisions of these specifications. For the purpose of these specifications, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance of human life; affect other species of importance to man; or degrade the utility of the environmental pollution requiring consideration of air, water, and land, and involves noise and solid waste-management, as well as other pollutants. This section applies to work at all sites.
- c) In order to prevent, and to provide for abatement and control of, any environmental pollution arising from construction activities of the Contractor and subcontractors in the performance of this contract, they shall comply with all applicable Federal, State, Local, Tribal laws, and regulations concerning environmental pollution control and abatement.
- d) The NATION will notify the Contractor of any observed non-compliance with the foregoing provisions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice when delivered to the Contractor or his authorized representative at the site of the work shall be deemed sufficient for the purpose.
- e) If the Contractor fails or refuses to promptly take corrective action, the NATION may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, for excess costs or damages by the Contractor unless it was later determined the Contractor was in compliance.
- f) Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.
- g) Prior to commencement of the work, the Contractor will discuss environmental protection with the NATION's Project Inspector to develop a mutual understanding relative to compliance with these provisions and administration of the environmental pollution control program.
- h) Protection of Land Resources:
- i. The resources within the scope of work under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Insofar as possible, the Contractor shall confine his construction activities to areas defined by the plans or specifications. At the onset of ditch grading, topsoil shall be saved for use in restoring the ditch areas. Waste and borrow areas shall be leveled or



trimmed to regular lines and shaped to provide a neat appearance. In all instances the restored area shall be well drained, so as to prevent the accumulation of stagnant water.

- ii. Except in areas shown on the plans or specified to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without special authority from the NATION.
- iii. Any trees or other landscape features scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to original condition at the Contractor's expense.
- iv. The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction, as directed by the Project Engineer or his representative. The disturbed areas shall be graded and filled as required sufficient topsoil shall be spread to provide minimum depth of four (4) inches of suitable soil for the growth of grass, and the entire area seeded.

PROTECTION OF WATER RESOURCES:

- a) The Contractor shall not pollute streams, lakes or reservoirs with fuel, oils, bitumens, calcium chloride, acids, construction wastes or other environmentally harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, Local and Tribe water laws concerning pollution of rivers and streams.
- b) Special measures shall be taken to prevent chemicals, fuels, oils, bituminous materials, waste washings, and cement from entering drainage ditches.
- c) The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. Fouling or polluting of water will not be permitted. Wash waters and wastes shall be processed, filtered, ponded, or otherwise treated pursuant to all applicable rules prior to their release into a river or other body of water.
- d) No material shall be burned at the project site unless otherwise specified in the contract or authorized by the NATION and any other appropriate regulatory body.
- e) The Contractor will be required to maintain all work areas within the project boundaries free from dust or debris that would cause a hazard or nuisance to others. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters



- a) The Contractor shall certify, to the best of its knowledge and belief, that the Contractor or any of its Principals:
- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe;
 - ii. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, local or tribal) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.
- b) The Contractor certifies they have not, within a three-year period preceding this offer, had one or more contracts terminated for default by a Federal, state, local or tribal agency.
- c) The Contractor shall provide immediate written notice to the NATION if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the NATION, the NATION may terminate the contract resulting from this solicitation for default.



"General Decision Number: OK20220072 08/05/2022

Superseded General Decision Number: OK20210072

State: Oklahoma

Construction Type: Building

Building Construction -does not include residential construction consisting of single family homes and apartments up to and including 4 stories. (Including building projects on treatment plants)

Counties: Craig, Delaware, McIntosh, Nowata and Okfuskee Counties in Oklahoma.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on

	that contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022
3	06/17/2022
4	08/05/2022

BOIL0592-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 29.98	23.62

ELEC0584-006 06/01/2021

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems).....	\$ 32.38	7%+10.15

ELEV0083-003 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.93	36.885+a+b

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0627-022 10/15/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1.....	\$ 32.05	15.30
Group 2.....	\$ 30.35	15.30
Group 3.....	\$ 29.80	15.30
Group 4.....	\$ 29.00	15.30
Group 5.....	\$ 27.70	15.30
Group 8.....	\$ 24.45	15.30
Group10.....	\$ 23.00	15.30

POWER EQUIPMENT OPERATOR

GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane; BACKHOE; TRACKHOE; EXCAVATOR

GROUP 5: BULLDOZER

GROUP 8: FORK-LIFT

GROUP 10:OILER

* IRON0584-010 06/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.00	16.00

PLUM0430-022 07/01/2021

	Rates	Fringes
PIPEFITTER (Including HVAC		

Pipe and Unit Installation).....\$ 32.85	14.08
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SHEE0270-009 06/01/2020

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....\$ 35.49		14.60

* SUOK2012-052 06/18/2012

	Rates	Fringes
BRICKLAYER.....\$ 20.00		0.00
CARPENTER.....\$ 13.42 **		0.00
CAULKER.....\$ 20.00		1.61
CEMENT MASON/CONCRETE FINISHER...\$ 16.91		0.61
ELECTRICIAN (Alarm Installation).....\$ 20.47		4.52
ELECTRICIAN (Low Voltage Wiring).....\$ 21.14		4.96
ELECTRICIAN (Sound and Communications Systems Installation).....\$ 22.10		5.76
LABORER: Common or General.....\$ 11.51 **		0.00
LABORER: Mason Tender - Brick...\$ 10.25 **		0.00
LABORER: Mason Tender - Cement/Concrete.....\$ 13.04 **		0.00
LABORER: Pipelayer.....\$ 12.93 **		0.00
PAINTER: Brush, Roller and Spray.....\$ 13.56 **		0.00
PLUMBER, Excludes HVAC Pipe Installation.....\$ 24.66		10.36
ROOFER.....\$ 15.00		0.29
SPRINKLER FITTER (Fire Sprinklers).....\$ 39.95		0.38

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$15.00) or 13658
(\$11.25). Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of ""identifiers"" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"