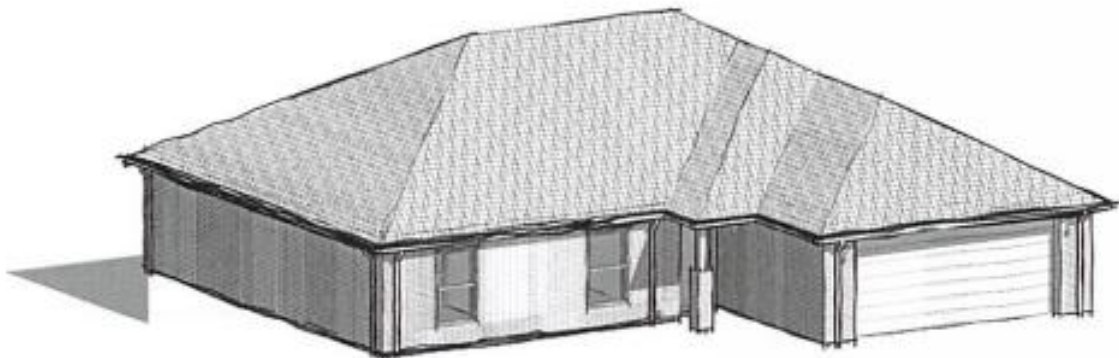




Bidder's Book

Runner Addition W Young Ave Stilwell, OK

Solicitation #2023-001-019



Construction
Manager:



Engineer:



wallace
design
collective

BIDDING INSTRUCTIONS AND BID FORMS

February 23, 2023

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NOTICE TO CONTRACTORS

All proposals should be sent by express delivery, regular mail or hand delivery to the Housing Authority of the Cherokee Nation at the following address:

BY HAND DELIVERY
Housing Authority of the Cherokee Nation
Attn: Erna Reeves
1500 Hensley Dr
Tahlequah, OK 74464

The bidder must supply all the information required by the RFP Documents, hereinafter defined.

The bidder must plan for a post bid meeting/interview to review bidder's proposal and scope of work associated with the project. This post bid de-scope meeting/interview will be scheduled at the close of business day a minimum of 48-hours after the initial Bid Day.

It is the intention of Maska Builders Construction Team and Housing Authority of the Cherokee Nation to award this project within 30 days of the proposal date.

Any proposal received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for the opening of proposals, or any proposal so received after the time set for opening of proposals, shall not be considered, and shall be returned unopened to the proposing firm.

Housing Authority of the Cherokee Nation and Maska Builders Construction Team will privately review bids. 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.

ATTENTION TO BIDDERS

The following constitutes a full document set:

1. **Wallace Design Collective Civil Drawing C300**
2. **SWPPP Dated 02-06-2023**
3. **Maska Builders, LLC Bidder's Book dated 02-23-23.**

BID SCHEDULE

- | | |
|---------------------------|---|
| 1. Advertise for Bid | - Thursday February 23, 2023 |
| 2. Pre-Bid Conference | - Thursday March 2 nd , 2023 @ 10 AM |
| 3. Last day for questions | - Friday March 3 rd , 2023 EOB |
| 4. Receive Proposals | - Thursday March 9, 2023 @ 2:00 PM |

Note: The pre-bid meeting will be held:

On site approximately ¼ mile East of the intersection of S 4700 Rd and W Young Ave.

INDEX OF DRAWINGS

C300 – Demolition and Erosion Control Plan

INTERPRETATION OF BIDDING DOCUMENTS

- A. If a conflict occurs in or between bidding documents regarding material or quantity required, and the bidder does not obtain a written decision with respect thereto prior to submitting his proposal, they shall be deemed to have bid upon the better quality or greater quantity of material. If Maska Builders, LLC. elects to use the less expensive quality or lesser quantity of material, Maska Builders, LLC. shall receive a suitable credit to be refunded to the Owner.
- B. When doubt exists in the mind of the bidder as to the true meaning of any part of the bidding documents; the bidder shall request an interpretation. Such request shall be in writing to those named below.
- C. Direct all bidding questions to:

Calvin Henrie, Project Manager
Maska Builders, LLC
555 N Elm St
Jenks, OK 74037
O: (918) 392-7083
F: (918) 392-7084
E: chenrie@maskabuilders.com

- D. Interpretations, clarifications, or corrections as required during the bid period will be provided by addendums. Maska Builders, LLC. assumes no responsibility for explanation or interpretation of the Bidding Documents.

ALTERNATES

Alternates are not to be included in the base bid. Indicate all alternates in the designated space on the bid proposal form. CM/GC and the Owner reserve the right to accept any combination of alternates.

PLANS

Plans are available at the office of the Construction Manager for Two Hundred Fifty Dollars per set (\$125.00). Please call in advance to reserve plans. Plans are also available electronically at request. Plans can also be found on the Cherokee Nation Procurement website at www.cherokeebids.org

PROCUREMENT and CONTRACTING REQUIREMENTS

- **ALL** material purchases are subject to federal, state, and local taxes
- Wage Rates: The Housing Authority of 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. NOTE: This construction will be determined by residential wage rates.
- Recovery Act provisions. The buy American provisions direct that all iron, steel, and manufactured goods used in the project are produced or manufactured in the United States for a project for the construction, alteration, maintenance or repair of a public building or public work. This Buy American provision is applicable only to iron, steel, and manufactured good brought to the construction site for incorporation into a public building or public work. Products that do not fit the definition of manufactured goods are not covered.
- Bids will be accepted from Indian and non-Indian owned companies. To receive Indian Preference,

the company must be certified with the Tribal Employment Rights Office (TERO). The TERO Certification (a copy, front and back) must be included in the bid submittal.

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

PROPOSAL ACCEPTANCE

The owner reserves the right to reject any or all bids. Being initially prequalified as a bidder does not in any way obligate the Owner to accept your bid. Any award will be to the bidder whose qualifications indicate that the award will be in the best interest of the Owner.

No award will be made until the Project Team has concluded such investigations as deemed necessary and appropriate to establish the responsibility, qualifications, and financial ability of the bidder to do the work in accordance with the contract to the satisfaction of the Owner within the time prescribed. Investigation of a bidder may continue after bids have been submitted and the Owner reserves the right to reject the bid of a bidder who does not pass any investigations to the owner's satisfaction.

The Owner reserves the right to waive informalities in bids submitted, and to hold and consider as many bids as they so desire for a period of **thirty (30) days** after the bids are opened.

BONDS

Five Percent (5%) Bid bonds will be required for bids in excess of Fifty Thousand Dollars (\$50,000.00). Bidders will be required to furnish payment, performance, and maintenance bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder if the bidder's contract amount is in excess of Fifty Thousand Dollars (\$50,000.00). Liability under the bonds shall be 100% of the contract sum and must list Maska Builders, LLC. as the beneficiary.

INSURANCE REQUIREMENTS

Prior to starting Work, the Subcontractor shall procure and maintain in force, Worker's Compensation Insurance, Comprehensive General Liability Insurance showing Subcontractors officers, directors and shareholders of Subcontractor (or their equivalents if Subcontractor is not a corporation), Contractor and Owner as Additional Insureds, for ongoing and completed operations on a primary and non-contributory basis, with contractual coverage and such other insurance, to the extent required by the contract documents for the Subcontractor's Work. Additional Insured completed operations coverage will be maintained for a period equal to the statute of repose for the state of operations. Subcontractor agrees to waive any rights of subrogation, which Subcontractor may have against Contractor, its officers, directors and shareholders, and the Owner under applicable Worker's Compensation Statutes. Unless otherwise provided in this Subcontract, the Subcontractor's Liability Insurance, as required by this provision, shall be written for not less than limits of liability as follows:

COMMERCIAL GENERAL LIABILITY (OCCURRENCE BASIS)

<u>Coverage</u>	<u>Limit</u>
Workmen's Compensation Statutory:	
State	Statutory
Federal (Longshoremen's Harbor Work)	Statutory
Employer's Liability:	
	\$100,000 per accident
	\$500,000 Disease - Policy Limit
	\$100,000 Disease - Each Employee
Comprehensive General Liability:	
Bodily Injury	\$2,000,000 General Aggregate - Per Project
Property Damage	\$2,000,000 Product – Comp Ops Aggregate
	Including Premise/Operations, Explosion \$1,000,000 Each Occurrence Collapse and Underground (XCU), Products/Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Personal Injury Liability
Comprehensive Automobile Liability:	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Including Owned, Hired and Non-Owned

- A. Please include Excess Liability if your company does not carry the required limits.
- B. The subcontractor/supplier shall not commence work until they have furnished two (2) copies of Certificates of Insurance to Maska Builders, LLC. evidencing that They have obtained the above insurance which shall be secured with companies and in the form satisfactory to the Owner and Maska Builders, LLC. and shall cover their operations in the state in which the work is to be performed.
- C. The Certificates of Insurance must provide that the insured will give Maska Builders, LLC. at least **thirty (30) days** prior written notice of material change in, or cancellation of, such insurance.
- D. All subcontractor/suppliers, unless otherwise approved by Maska Builders, LLC Inc., shall be required to carry insurance equal to that as stated above.
- E. The subcontractor/supplier shall maintain the listed insurance at all times until final completion and acceptance of the work.
- F. Maintenance of insurance by the subcontractor/supplier as specified in this article shall in no way be interpreted as relieving the subcontractor of any responsibility whatsoever. The subcontractor may carry, also at his own expense, such additional insurance as he deems necessary.
- G. Maska Builders, LLC. reserves the right to require additional limits of insurance if, in its opinion, the subcontractor's work creates a special hazard at the project.
- H. The Owner or General Contractor shall provide and maintain Builder's Risk Insurance for the project. The names of subcontractors or material suppliers will not be specifically added to the policy. However, their interests shall be insured as their interest shall appear. The policy contains a loss deductible provision of \$10,000.00. Each subcontractor, in the event of a loss, is expected to self-insure the deductible loss.
- I. Subcontractors/suppliers shall furnish Certificates of Insurance prior to the commencement of any on site activity.

GENERAL PROPOSAL INFORMATION ITEMS

Proposals shall be made in accordance with the following:

- A. Before submitting a proposal, bidders shall carefully examine the provided documents, visit the site of work, and fully inform themselves as to all existing conditions and limitations.
- B. Should a bidder find discrepancies, omissions, or should they be in doubt as to meanings, they should, at once, notify Maska Builders, LLC. All changes or clarifications to documents will be made in the form of an addendum. All bidders shall verify that they have considered all addenda. The Owner, Architect, or CM/GC will bear no responsibility for any oral instructions.
- C. Any addenda issued shall be covered and included in the proposal and, in closing a contract; they shall become a part thereof.
- D. Oral proposals will not be considered.
- E. Proposals must be delivered on or before the date, time, and place shown herein.
- F. The Project Team may elect to interview one or more subcontractor for completeness of scope and ability to perform.

SUBCONTRACT AWARD

The Project Team will award subcontracts to the responsible qualified bidders, who have submitted complete proposals within the required time frame. The successful subcontractors will be issued a contract on Maska Builders, LLC. standard form for contracts. See Attachment B.

PROPOSED SECOND-TIER SUBCONTRACTORS & SUPPLIERS

Proposed second-tier subcontractors are required to be identified in the proposal. All bidders are required to submit, in writing, a listing of all prospective subcontractors and major material suppliers of all tiers with contracts over \$10,000.00 for acceptance by Maska Builders, LLC. The listing shall include name, address (home office and local if different), and value of work to be performed.

SCHEDULE

Time Restrictions:

Maska Builders has scheduled this project for five (5) days per week for construction. However, work may need to be performed at any time of the day and every day of the week if the project falls behind schedule. In this instance, the Construction Manager may provide 24 hours a day, 7 days a week access to any contractor needing to work to meet the construction schedule. All off hours work must be scheduled through the Construction Manager

- A. A key factor in quoting this solicitation shall be the amount of time in which the scheduled work shall be completed. Your base bid proposal amount shall be predicated on the schedule(s) as administered by Maska Builders, LLC. Each subcontractor must review the work to thoroughly familiarize themselves with the time frame required for construction and recognize the possibility of multiple move-ins and overtime.
- B. Each bidder must determine whether multiple shifts or weekend work will be necessary to complete his work in the time allotted.
- C. If subcontractor fails to meet scheduled milestone completion dates for individual activities, Maska Builders, LLC. shall reserve the right to require additional manpower and/or multiple shift work of that subcontractor until the delayed activity has been corrected. These additional requirements will be at no additional cost to Maska Builders, LLC. or the Owner.
- D. Preparation and submittals of shop drawings and material samples shall commence immediately following award of contract as necessary to comply with the specification requirements and Maska Builders, LLC.CPM project schedule.
- E. All proposals shall include the necessary manpower, crew sizes, overtime, shift-work, supervision and equipment to meet or improve the project schedule as determined by Maska Builders, LLC. Bidders should anticipate reasonable modifications to the schedule information included within and bid their item of work accordingly.

CONSTRUCTION SCHEDULE

The overall duration of construction for this project will be approximately Twelve (12) months from the start of construction. The current overall construction schedule does not allow for additional days of construction to be awarded for weather or material delays. ***The Construction Manager reserves the right to require subcontractors to work in multiple shifts per day and/or six 10hr days per week to make up for lost time and late starts. Please consider this when submitting your proposal.***

Please see attachment D for a preliminary construction schedule

GENERAL REQUIREMENTS FOR ALL BIDDERS

The following items will become a part of all subcontracts. Please read all items carefully.

1. The minimum OSHA safety standards will be observed at all times while on this construction site. Subcontractors agree that they have included the cost of all safety devices and or safety requirements for the protection of their company's personnel. Site safety is the responsibility of the subcontractor. Your company's safety manual must be submitted to and approved by the Construction Manager prior to the start of work. Any contractor that does not have a written safety program must agree to the standards set forth and abide by the Construction Manager's safety program. **Please see Attachment "C" for clarification.**
2. Subcontractors agree that they will submit cost estimates and change order proposals in as complete and full analytical detail as required or requested and in a prompt and timely manner.
3. ***Profits and overhead from change orders will be limited to cost plus 5% for work that is not self-performed by the contractor submitting the change request or cost plus 10% for work that is performed by the contractors' own forces.***
4. All bidders must include in their bid, costs associated with interface and coordination of their work with all other work activities.
5. Subcontractor shall include all necessary cost so as to guarantee delivery of equipment and materials in accordance with CM/GC's construction schedule.
6. Within ten (10) working days of commencement of work, a detailed schedule of work shall be submitted to the Construction Manager. The schedule is to contain milestone dates for major activities and is to be man-hour loaded and equipment loaded and should also show and/or list the quantities of work items and expected production rates.
7. Subcontractors agree to furnish bi-monthly progress schedule updates.
8. No allowance for an extension of time, for any cause whatsoever, shall be claimed by subcontractor or be made to the Owner, unless the subcontractor shall have made a written request to CM/GC for such extension within three (3) days after the cause of such extension first occurred, and unless CM/GC and subcontractor agreed in writing upon the allowance of additional time to be made. No extension of time granted to CM/GC by the Owner shall inure to the benefit of the subcontractor unless such extension of time is directly related to subcontractor supplying work hereunder and specifically agreed to in writing.
9. Coordinate shop drawings and material submissions with Construction Manager's Project Engineer and/or Project Superintendent.
10. Subcontractors must make accommodations for access to the site along with any snow removal or dewatering necessary for acceptable working conditions related to their work.

11. Deliveries of material and equipment should be sequenced and scheduled as closely as possible on an as-needed basis and must be coordinated with the Construction Manager's superintendent.
12. Subcontractors shall be responsible for the storage, hoisting, unloading and handling of their own materials, supplies, and equipment.
13. Identification and coordination of all testing procedures required by the scope of work of this subcontract, whether performed by the Owner's testing agent or by others, are the responsibility of the subcontractor. Any retesting cost will be borne by the subcontractor or supplier whose material and/or installation has failed. Failure to notify the appropriate party will not relieve the subcontractor / supplier from this responsibility. The subcontractor shall provide all testing, documentation, and certification as required by the contract documents other than those performed by the Owner.
14. Certified as-built drawings will be required at the end of the project. These drawings shall be updated on a weekly basis throughout the duration of the project.
15. Any monument or benchmarks destroyed by this subcontractor during the course of this work will be restored by CM/GC at the subcontractor's expense.
16. Move-ins will be as required and are to be included in the contractor's proposal.
17. Protection of your own work and adjacent work is to be included.
18. Contractors agree that, if in the performance of their subcontract it becomes necessary, convenient or advisable to remove, replace or interfere with any safety devices, barricades, or controls installed by the CM/GC or another subcontractor, this subcontractor will replace or restore such devices or controls at his expense. In the event such safety devices or controls are not so replaced, subcontractor agrees to reimburse the CM/GC for doing so.
19. Each subcontractor/supplier shall palletize all loose materials on "two-way" pallets and shall coordinate storage of pallets with the CM/GC's superintendent.
20. All construction parking is to be in areas designated by the CM/GC. Parking may be available adjacent to the site. If for any reason this is terminated or inadequate, it will be the responsibility of each subcontractor to provide shuttle service for their employees from an off-site location as designated by Maska Builders, LLC Inc.'s superintendent.
21. Tobacco use will not be permitted on the property. Tobacco use will be permitted only in designated areas.
22. The Owner's facilities will be off limits for use by all construction personnel unless noted otherwise.
23. It is expressly understood that the successful bidder is required to become an active and integral participant in the Project Team. The expectations synonymous with "Team" cannot be over emphasized. Daily participation in design development may/will be required. Your ability to provide this service cannot be compromised. Additional requirements unique to this agreement will include:
 - A. Technical assistance in developing, with the Construction Manager, the final overall project CPM schedule.
 - B. Participation in establishing your prospective transmittal and delivery schedules.
 - C. Provided help in coordination between all disciplines of work.
24. The Construction Manager will furnish the following items:

- A. Unless noted otherwise, construction (110) power will be available for small tools. Power for welders and other specialty equipment, will be the responsibility of individual subcontractors.
 - B. Assistance with subcontractor schedule preparation (primary dates, milestone dates, and sequence of operation).
 - C. Subcontractor parking will be designated by the Construction Manager's project superintendent.
 - D. Sanitary facilities will be provided for use of subcontractor workforce and staff.
25. The owner has the right to reject any proposed subcontractor. Any subcontract agreement will be conditioned upon owner acceptance of the subcontractor.
 26. Coordinate shop drawings and material submissions with the Construction Manager's project engineer/superintendent.
 27. All subcontractors shall adhere to the construction managers safety procedures including, but not limited to, requiring all workers to wear **hard hats, shirts with sleeves (long or short), pants (no shorts), safety glasses, high visibility clothing, and work boots at all times when on the jobsite.**
 28. Subcontractors shall visit the site and examine the conditions existing and the character of the work to be performed.
 29. Subcontractors shall protect all work included within their Bid Package until final acceptance by the Architect/Owner. Any cost for work damaged prior to acceptance shall be borne by the subcontractor.
 30. All deliveries shall be strictly coordinated with the Construction Manager's Superintendent. All materials shall be delivered on an as needed basis.
 31. Accumulation of debris will not be permitted. At completion of work, each day, subcontractor will clean premises of all rubbish and debris related to this Bid Package, leaving premises in a clean and orderly condition.
 32. This project will utilize Procore (www.procore.com) for project management, contractor collaboration and the distribution of all project documentation.
 33. Select team members of subcontractors will be required to create a Procore username (email) and password if they do not already have one.
 34. All Contractors shall obtain drawings, sketches, RFIs, meeting minutes, coordination drawings, change information, schedules, etc. via Procore.
 35. Maska will update and maintain the information in Procore for use by subcontractors. It is the responsibility of all subcontractors to regularly check and review Procore for updated documents and information.
 36. Subcontractors are required to provide at least one mobile device, compatible for use with the Procore App, to the responsible person in charge for their scope of work. This person shall be on site to provide real-time access to current posted drawings, specifications, RFIs, submittals, project documents, and reports.

Requirements for Cherokee Nation for Contractors/Sub Contractors

The work to be performed under this contract is on a project subject to Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) (Indian Act). Section 7 (b) requires that to the greatest extent feasible: (A) Preferences and opportunities for training and employment shall be given to Indians; and Preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.

Buy American

Recovery Act provisions. The buy American provisions direct that all iron, steel, and manufactured goods used in the project are produced or manufactured in the United States for a project for the construction, alteration, maintenance or repair of a public building or public work. This Buy American provision is applicable only to iron, steel, and manufactured good brought to the construction site for incorporation into a public building or public work. Products that do not fit the definition of manufactured goods are not covered.

Laws and Regulations

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

- Davis-Bacon Wage Rate applies to this project.

Method of Award

After consideration of price and other factors, the contract will be awarded to the bidder whose bid is determined to be the lowest most responsive/reasonable offer and in the best interest of the NATION and Construction Management Company to accept. TERO Preference will be given in accordance with Cherokee Nation Acquisition Management's Policy and Procedures and only to bidders who provide proof of current TERO certification from the Cherokee Nation Tribal Employments Office (TERO). Proof of TERO certification must accompany and be included in sealed bid submittal.

Safety Standards and Accident Prevention

The Cherokee Nation Risk Management Department, in conjunction with the Construction Management Company will monitor the jobsite for safety violations.

With respect to all work performed under the contract, the contractor shall:

- Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596) and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- Always exercise every precaution for the prevention of accidents and the protection of persons (including employees) and property.
- Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care for persons (including employees) who may be injured on the job site.
- Employees shall not be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor.

Drug Free Workplace and Tobacco Free Workplace

- Any Contractor performing work for the Cherokee Nation agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition.
- NATION will consider lack of enforcement or lax enforcement of the statement by Contractor a default of the contract.

- The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- A copy of bidder's Drug Free Workplace statement shall be included with the bid or else the successful bidder will be deemed to accept and agree to use the statement provided by NATION.
- The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

The Contractor shall certify, to the best of its knowledge and belief, that the Contractor or any of its Principals:

- Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe;
- 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.

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.

The Contractor shall provide immediate written notice to the NATION and the Construction Management Company 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.

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 and the Construction Management Company, the contract may be terminated.

Environmental Protection

- 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.
- 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.
- 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.
- 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.

- 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 complying.
- Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.
- 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.

Protection of Land Resources:

- 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.
- 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.
- 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.
- 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:

- 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.
- Special measures shall be taken to prevent chemicals, fuels, oils, bituminous materials, waste washings, and cement from entering drainage ditches.
- 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.
- 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.
- 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.



Cherokee Nation TERO Requirements



GWY9 DBF
CHEROKEE NATION®
P.O. Box 948 • Tahlequah, OK 74465-0948
918-453-5000 • www.cherokee.org

Office of the Chief

Chuck Hoskin Jr.
Principal Chief

Bryan Warner
Deputy Principal Chief

TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) STATUTORY REQUIREMENTS LA 01-14

The Tribal Employment Rights Office (TERO) of the Cherokee Nation monitors and enforces the Cherokee Nation TERO ordinance to ensure the employment rights of Native American workers are protected within the jurisdictional boundaries of the Cherokee Nation. Another equally important mission of the TERO is to create economic and employment opportunities for Native Americans within these same boundaries.

In an effort to accomplish this mission, TERO is requiring some statutory language be included in every construction related bid package that is issued. In order to begin work on any Cherokee Nation, Housing Authority of the Cherokee Nation, Cherokee Nation Enterprises or Cherokee Nation Industries contract that is governed by the TERO law each successful bidder must contact the TERO before work is to begin and abide by the following requirements:

Project labor agreement:

Each contractor who has been awarded a contract to perform work for the Cherokee Nation will be required to sign a project labor agreement which will specify the requirements the contractor must comply with, such as, hiring of Native Americans, submission of reports, hiring sub-contractors and other activities that will assure compliance with the TERO law. The project labor agreement will also outline the duties and responsibilities of Career Services to the contractor under the TERO law. **No contractor may commence work until it has met with Career Services and completed the project labor agreement.**

Payment of the TERO fees:

TERO has been given authority by the TERO law to charge an employment rights fee of ½ of 1% on every contract that is awarded to any covered employer. These fees will assist the Career Services department in its effort to fulfill its responsibilities in creating opportunities for Native Americans, for example establishing training programs that will give Native Americans the chance to learn a new skill or upgrade current skills. **No contractor may commence work on a project until this fee has been paid to the Career Services.**

Core Crew:

The TERO has been given the authority by the TERO law to establish a job bank and require employers to utilize the job bank. Each successful bidder must **submit their Core Crew list to the TERO for approval before work is to begin.** Employers have the freedom to hire workers from whatever sources he/ she so chooses, however, he/ she must make every effort to hire Native Americans. Before an employer can hire anyone other than a member of a federally recognized tribe, **he must give Career Services 72 hours to locate a qualified Indian.** If Career Services cannot locate a qualified Indian in that time period, the employer will be given the opportunity to hire from whatever source he/ she so chooses.

Work Permits:

In a further effort to enforce the TERO law, no person who is not a member of a federally recognized tribe, shall be employed by a covered employer until he or she has obtained a work permit from Career Services. **A fee of twenty-five dollars (\$25) per day for each non-native American will be charged** for each work permit issued. Any non-Native American individual found to be employed by a covered employer without a valid work permit will be **summarily removed from the job and the employer shall be subject to additional sanctions.**

- "Core crew" was changed

(Section 4 Title 40 § 1004, E.)

"Core crew" shall mean an owner of the firm, or an employee of a company who is in a supervisory or other key position such that the employer would face a serious financial damage or loss if that position were filled by a person who had not previously worked for the employer, contractor or subcontractor.

- Establishes that Work Permits Fees must be paid by employers at the rate of \$25.00/ day for Non-Indians hired for a Project or hired after the effective date of LA 30-12

(Section 5 Title 40 § 1011, U. 1.)

Any employer, as defined in this act shall be required to pay a fee of not less than Twenty-five dollars per employee per day for non-Indian employees hired for a Project or hired after the effective date of Legislative Act 30-12 if the Employer is the Cherokee Nation or its entities.

- Exempts Non-Indian Core crew from being charged a fee for work permits

(Section 5 Title 40 § 1011, U. 3.)

Once the core crew list is submitted the TERO will confirm the core crew members the vendor has listed and those employees shall be exempt from the requirement to obtain a Work Permit and no

fee will be due for the core crew employees.

- Exempts an employer from paying a fee or penalty if certain criteria are met.

(Section 5 Title 40 § 1011, U. 3.)

An Employer is exempt from the assessment of a fee or penalties as provided in this Act if the Employer can prove to the TERO that the Employer followed the preferences under this Act through posting of a job announcement twice, Employer submits job descriptions to TERO for qualified Indians, and through proof that no Indian applicant was qualified or no Indian applied.

- Established order of preference

(Section 8 Title 40 § 1021, A.)

All employers are required to give preference to Cherokee Citizens first, then Cherokees from the two other federally recognized Cherokee Tribes, and then members of other federally recognized tribes in hiring, promotion, training, and all other aspects of employment, contracting, or sub-contracting, unless such preference would subject the employer to a violation of a federal or state law applicable to that employer, and must comply with this Title and the rules, regulations and orders of the TERO.



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Office of the Chief

Chuck Hoskin Jr.
Principal Chief

Bryan Warner
Deputy Principal Chief

Tribal Employment Rights Office

PROJECT LABOR AGREEMENT

Master Agreement

LA 01-14

DURATION

This agreement shall be in effect from _____ to _____ 20____

This agreement is entered into by and among the Cherokee Nation Tribal Employment Rights Office (TERO) and _____ selected contractor.

PURPOSE AND SCOPE

This agreement applies to any new project on the Cherokee Nation Jurisdictional area. It represents a concerted effort among the parties to provide opportunities for employment; to provide safe, healthy, and clean working environments and working conditions; to provide ongoing apprenticeship, training, employment, and career path opportunities.

TRIBAL SOVEREIGNTY

All federally recognized Indian Tribes possess inherent sovereign jurisdiction and authority over their territories and the affairs of the tribes and all parties signatory to this agreement acknowledge that the sovereign authority governs the terms of this agreement. The parties agree that the sovereign immunity and authority of the Tribes shall remain intact and unabridged throughout the life of this agreement and that the Cherokee Nation shall decide all issues regarding tribal sovereignty and their decision shall be both final and binding.

TERO RECOGNITION

The Cherokee Nation has adopted a Tribal Employment Rights Ordinance (TERO). The contractor, its appointed agents and all other parties agree to recognize the rights, responsibility and authority and agree to abide by the TERO regulation or determination. The parties recognized that TERO has a primary commitment to the employment of Indian tribal members and the hiring of Indian preference employees.

INDIAN PREFERENCE WORKERS

The contractor agrees that it shall adhere to the following numbers established by the TERO, for this project only. In its effort to create the economic opportunities for Native Americans and to meet the purpose of the TERO act, the TERO has established that 100% of the unskilled labor positions be filled by Native Americans. The contractor and its agents agree to utilize the TERO Job Bank to the fullest extent giving first hire priority rights to all Cherokee Citizens. If, after documented evidence that, the contractor has exhausted all avenues to fill these labor positions with Native Americans and positions remain unfilled, the contractor shall have the right to seek other applicants from whatever source it chooses. The contractor shall supply the TERO with written documentation of the employees hired for this project before work is to begin. This documentation is to include: position for which employee was hired, date of hire, and rate of pay. The contractor further agrees to adhere to the requirements set forth in Section 16 Title 40 § 1029 of the Cherokee Nation TERO Act, which addresses procedures in the event of a layoff or reduction in force.

WORK PERMITS

No person who is not a member of a federally recognized tribe shall be employed by a covered employer until he or she has obtained a work permit from the TERO at a cost of twenty-five dollars (\$25) per day, per permit. Work permits issued under this agreement are valid only for this covered project. If any non-Indian individual employed on this project is found not to possess a work permit issued by the TERO, he/she may be summarily removed from the project and the employer shall be subject to additional sanctions.

Union contractors shall grant temporary work permits to Indians who do not wish to join the union. The employer agrees to respect the right of the TERO referral to decide for themselves whether to accept cash in lieu of benefits or accept fringe benefits for construction projects.

TERO FEES

TERO has been given authority by the TERO law specifically Section 5. Title 40 § 1011(T), to charge an employment rights fee of ½ of 1% of the total project cost on every contract that is awarded to any covered employer. These fees will assist the TERO department in its effort to fulfill its responsibilities in creating opportunities for Native Americans, for example, establishing training programs that will give Native Americans the chance to learn a new skill or upgrade current skills. No contractor may commence work on a project until this fee has been paid to the TERO

i

OTHER SPECIFIC REQUIREMENTS

The contractor further agrees to allow the TERO staff to monitor projects unannounced during normal business hours and to provide full cooperation and any requested documentation to the TERO staff member performing the monitor visit. The Contractor shall provide the TERO with a Core Crew List for this project before work begins.

ENFORCEMENT AND REMEDIES

Any employer, contractor, or subcontractor, who violates any part of this agreement, shall be subject to the remedies set forth in Section 28, title 40 §1061 of the Cherokee Nation TERO act.

By executing this document, I hereby submit to the jurisdiction of the Cherokee Nation Courts.

For the Contractor:

For TERO:

Signature

Signature

Title

Title

Date

Date

Address

E-mail

Phone #

Jobsite Contact



CORE CREW/Project Workers list
For Cherokee Nation Construction Projects
TERO



Contractor: Sub Contractor:
 TERO: yes no TERO: yes no
 Project Name: Location:
 Phone # email :

Core Crew	Name	Position	ID # TERO use only	Native American(y/n)
As defined in Legislative Act 01-14, section 4, E		owner		
		Project Manager		
		Supervisor		
Project Crew				

Contractor Signature TERO Staff Signature _____
 Estimated start date:

revised 03/08/17 DM

Cherokee Nation Tribal Employment Rights Office

Project Labor Fees

Name of Contractor or Sub Contractor			Business Contact								
			Address								
			Phone								
			E-mail								
For Week Ending			Project Name & Location								
(1.) Name of individual and position	(2.) Indian/ Cherokee	(3.) Non	(4.) Day and Date worked							(5.) Total Days	(6) Total
			Mon	Tue	Wed	Thru	Fri	Sat	Sun	Worked	Fees
										(7.) TOTAL \$	

I, _____ do hereby state that the above listed individuals worked on the, _____ project during the period commencing on _____ and ending on _____

During this period _____ employed 0 Natives and 0 Non-Native on said job site.

With a total number of days worked by non-Indians is 0

_____ Signature _____ Title _____ Date

List Compliance Officer _____ Jared Davis _____



NATIVE AMERICAN ENTERPRISE



Subcontractor Bid Packages

Summary of Bid Package 2A: Existing Conditions

DIV.01 General Requirements(as applicable)
DIV.02 Existing Conditions(complete)

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents; the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

General Scope of Work:

Includes, but is not limited to, providing all supervision, labor, materials, tools, supplies, insurances, bonds, hoisting, scaffolding, safety controls, etc. to provide a complete work package of the above-mentioned Summary of Bid. The following is a list of items to be included in your proposal. Please refer to the contract documents for further requirements. This list, in no way, relieves the bidder of responsibility or the liability of items not listed that are "typical" to the scopes of work covered in this bid package. Bidder is to assume that the following is provided and installed by the bidder including all labor, equipment, and materials.

- 1) The intent of this bid package is to cover the removal of all structures, foundations, and appurtenances to allow the earthwork contractor to begin work unimpeded by existing structures as shown on C300**
- 2) All site demolition is to be in accordance with the construction plans and specifications.
- 3) Demolished materials are to be disposed of offsite.
- 4) All "offsite" disposals shall be in accordance with local, State, and Federal laws.
- 5) Provide, install, and maintain erosion control per SWPPP (silt fences, dust control, dikes, etc.)
- 6) Install and maintain construction entrances per plans and specifications.
- 7) Saw cut and remove, as needed, all existing site surface and subsurface improvements (concrete/asphalt pavements, sidewalks, curb/gutter, etc.)
- 8) Coordinate with other trades for demolition performed on Utilities that will be reconnected to or tied in to during construction.
- 9) Remove all identified trees, rootball, and shrubs as shown.
- 10) Provide all barricades, flagmen, dewatering and safety protection required to accomplish this scope of work in a safe manner.**
- 11) Include all daily labor costs per Cherokee Nation TERO Law**
- 12) Include Davis-Bacon Wage rates and certified payroll**

Contents of Sealed Bid:

The following must be included in your sealed bid package.

Packet contents: Bid Form (complete)
 Bid Security
 Non-Collusion Affidavit
 Business Relationship Affidavit

Please label all sealed bid packages with the following information:

Company Name
Bid Package
Project Name and Project Number
Bid Date and Bid Time

Gentlemen:

The undersigned bidder, having carefully read and examined the Bidding Requirements, the Conditions of the Contract, Construction Drawings and Specifications, Instructions to Bidders, and being completely familiar with conditions relative to construction of **Bid Package 2A** of the project, including the availability of material, labor, and equipment, hereby proposes to fully and satisfactorily complete applicable portions of **Bid Package 2A** for the price stated below, which covers all expenses for labor, applicable taxes and materials required to complete the aforementioned work in strict conformance with the construction documents prepared by **Wallace Design Collective** and in complete accord with state and local requirements relating hereto.

If the bidder intends to submit a bid on more than one Bid Package, he or she may do so provided the separate bids are in separate envelopes with the individual Bid Package marked on the face of the envelope.

BID PROPOSAL FORM: BP 2A Existing Conditions

Proposals for this project submitted on any other form will not be accepted.

1.00 DATE: _____

1.01 BIDDER: _____

Address: _____

Phone: _____

1.02 PROJECT: **Runner Addition - Stilwell**

A. DELIVER TO:

**Housing Authority of the Cherokee Nation
1500 Hensley Dr
Tahlequah, OK 74464**

1.03 AGREEMENT:

- A. This proposal shall remain valid for a period of **30** days.
- B. Alternate pricing shall remain valid for a period of **60** days.
- C. A sub-contractor's written warranty will be provided and remain in effect for a period of not less than **one (1)** year after the date of the projects substantial completion unless otherwise noted.
- D. Submittals, "As built" drawings, and close out documents are included as needed and outline in the project manual.
- E. Supervision and labor will be provided in a capacity to meet or improve the project schedule as determined by Maska Builders, LLC.

1.04 ACKNOWLEDGEMENTS:

This acknowledgement is and shall be considered a part of the contract documents and modifies the original bidding documents dated 2-23-23. Failure to include this document with your sealed bid may subject bidder to disqualification.

- A. Construction documents dated _____ for the above mention project have been received and examined.
- B. **Architects/Engineers** Addenda No.'s _____ have been received and all costs associated with said addenda are included.
- C. **Construction Manager** Addenda No.'s _____ have been received and all costs associated with said addenda are included.
- D. We have inspected the project site and existing conditions for the proposed work.

1.05 COST PROPOSAL (**LUMP SUM**) BP2A Existing Conditions

A. Base bid:

I (We) propose to furnish all labor, supervision, materials, equipment, and services described in the bidding documents for the Lump Sum of:

Base Bid: _____

Written Amount

Dollars: \$ _____

1.06 SECOND TIER SUB-CONTRACTORS AND MAJOR SUPPLIERS

A. Please list all second-tier subcontractors and all major material suppliers.

Subcontractor/Major Supplier	Services/Product Provided
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Firm: _____

BY: _____

Title: _____

Date: _____

Corporate Seal

The base bid sum includes all transportation charges, and if this is accepted, we will execute a formal contract completely consistent with the provisions of the proposal form and all contract documents referred to here

Attachment A

(Affidavits)

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA

COUNTY OF _____) ss

_____, of lawful age, being first duly sworn, on oath says:

- 1. (s)he is the duly sworn authorized agent of _____ the bidder submitting the competitive bid which is attached to this statement.
- 2. Affiant states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party to the project, is as follows:

(If none, so state)

- 3. and, any such business relationship then in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project, is as follows:

(If none, so state)

- 4. and, the names of all persons having any such business relationships and the positions they hold with their respective companies or firms, is as follows:

(If none, so state)

If none of the business relationships hereinabove mentioned exist, then a statement to that effect.

Signed by: _____
Bidder

(printed name and title)

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public (or Clerk or Judge)

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA

) ss

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says:

1. (s)he is the duly sworn authorized agent of _____, 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 state officials or employees, as well as fact pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; and
2. (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
3. neither the bidder nor anyone subject to the bidder's direction or control has been 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 state 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 state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Signed by: _____
Bidder

(printed name and title)

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public (or Clerk or Judge)

Certificate of Eligibility Affidavit

State of _____,)

County of _____,)

The undersigned Bidder _____, of lawful age, being first duly sworn, on oath states: I have not been suspended or disbarred from doing business with any Federal, State or Local agency.

Signed by: _____
Bidder

(printed name and title)

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public (or Clerk or Judge)

Attachment B

(Standard Form of Contract)

Maska Builders, L.L.C.
MASTER SUBCONTRACT AGREEMENT (Lump Sum)

This Agreement made this **XX** day of **XX, 20xx**, and effective until indefinite, by and between Maska Builders, L.L.C., an Oklahoma Company whose principal address is 555 North Elm Street, Jenks, Oklahoma 74884, hereinafter referred to as THE GENERAL CONTRACTOR, and **Example Contractor**, whose principal address is **Example Address, XX xxxxx**, hereinafter referred to as THE SUBCONTRACTOR, to perform work on projects as delineated by specific Work Orders issued as appropriate.

Now therefore in consideration of the mutual covenants herein made by Contractor and Subcontractor, the parties mutually agree as follows:

- 1) Subcontractor promises, covenants and agrees to furnish all labor, material, tools, taxes (if applicable), insurance, equipment, services and supplies in a good and workmanlike manner to perform the work as described in specific Work Orders. Work Orders shall be issued for the construction of each project, defining the project, Owner, specific Contract Documents, Scope of Work, and Work Order Sum to be paid to Subcontractor. Work shall be performed in accordance with the Contract Documents as defined in Article III.
- 2) Contractor agrees to pay Subcontractor in Tulsa County, Oklahoma for the scope of Work described in each Work Order. Subcontractor agrees to accept payments to be made in accordance with Articles V and VI.
- 3) The Master Subcontract Agreement consisting of Articles I thru XIV and any exhibits or addendum attached or referred to therein or incorporated therein are made a part of this Agreement.
- 4) Contractor shall furnish Contractor a Certificate of Insurance per Article VIII prior to commencing the Work.
- 5) Prior to starting work, Subcontractor is required to submit for approval, all suppliers, with contact names and numbers. In the event the Subcontractor does not pay supplier bills with received funds each month, the Subcontractor will forfeit all retainage for each project.

In Witness whereof, the parties hereto have executed this Subcontract Agreement for themselves, their heirs, executors, successors, administrators and assignees.

Subcontractor:
Example Contractor

Maska Builders L.L.C.

By: _____

By _____

L. David Kerns, Manager

Printed Name: _____

Title: _____

Date: _____

Date: _____

Phone: 918-392-7083 Fax: 918-392-7084

Phone: _____

Fax: _____

ARTICLE I
SCOPE OF WORK

1.01 Subcontract Work: Subcontractor shall furnish all labor, materials, fuel, equipment, tools, machinery, and supplies; perform all Work; obtain all necessary permits; and do all things necessary to complete the following part or parts of the Agreement in strict compliance with the contract documents described in Article III below. All of the referenced Work shall be in strict compliance with contract documents. Deviation from contract documents requires prior approval from Contractor by way of submittal process. Please allow two weeks for submittal process.

ARTICLE II
AGREEMENT SUM

2.01 Contractor agrees to pay Subcontractor the sum stated in the specific Work Orders for performance of the Subcontract Work thereunder, subject to adjustments for changes pursuant to Article VII - Changes.

2.02 Receipt of payment from the Owner for the Subcontractor's work is a condition precedent to Contractor's obligation to make payment to the Subcontractor, regardless of the reason for Owner's nonpayment, whether attributable to the fault of the Owner, the Contractor, the Subcontractor, or to any other cause. Payment as used in this clause shall include retainage, progress payments, payment for change orders and extra work, and final payment. The Subcontractor hereby acknowledges that it relies solely and exclusively on the credit of the Owner, not the Contractor, for payment for its work.

ARTICLE III
CONTRACT DOCUMENTS

3.01 The contract documents are specifically referred to in the Work Orders for each specific project and shall include this Master Subcontract Agreement

3.02 Subcontractor acknowledges that he has read the contract documents and is familiar with each and every part thereof affecting his Subcontract Work, together with all related drawings, plans, specifications, general provisions and conditions incidental thereto. Subcontractor, by examination, has satisfied himself as to the nature and location of the Work; the character, other local conditions or matters affecting compliance with the contract documents. Further, Subcontractor is familiar with the respective rights, powers, benefits and liabilities of the Contractor and the Owner under the contract documents and hereby agrees to comply with and perform all provisions thereof which are applicable to the Subcontract Work.

3.03 Any provisions arising with respect to interpretation of the contract documents or any related drawings, plans, or specifications shall be submitted through the Contractor and the Subcontractor shall follow the Contractor's directions with respect to such matters.

3.04 Subcontractor shall be bound to the Contractor by the terms of the contract documents and this Agreement and assume toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner, as applicable to this Subcontract. Subcontractor is bound to the same conditions as stated in the prime Contract between the Contractor and Owner (copy of prime Contract supplied upon request).

3.05 Subcontractor shall promptly submit shop drawings and samples, as required in order to carry on and work efficiently and at a speed that will not cause delay in the progress of the Contractor's Work on other branches of the Work carried on by other Subcontractors.

3.06 Subcontractor acknowledges receipt of all plans, specifications, drawings, forms and other items referred to in this Agreement.

ARTICLE IV PERFORMANCE.
PROSECUTION OF WORK, DAMAGES FOR DELAY

4.01 Time is of the essence to this Agreement Subcontractor shall begin Work as soon as instructed by the Contractor and shall prosecute the Subcontract Work promptly, efficiently and in a manner that will not cause delay to the progress of Contractor's Work or other Work performed on the project by other Subcontractors.

4.02 Subcontractor shall provide Contractor with scheduling information and Subcontractor's proposed performance schedule in a form satisfactory to the Contractor. Contractor may from time to time as the Work progresses, reschedule the order of Work to be performed by Subcontractor or otherwise revise subcontractor's schedule. Subcontractor agrees to comply with such schedule revision without any increases to the subcontract price for acceleration or delay.

4.03 Subcontractor shall furnish periodic progress reports of Subcontract Work as may be required by Contractor and shall attend periodic conferences at the job site to discuss progress.

4.04 Subcontractor shall be liable for any damages for delay sustained by Contractor caused directly or indirectly by Subcontractor, including but not limited to, damages, liquidated or otherwise, for which Contractor is liable to Owner and Contractor's overhead and expenses related to managing and supervising the prime contract Work during such periods of delay. Any such damages shall be deducted from payments due Subcontractor, and if such damages exceed the amount of payments due, Subcontractor shall pay Contractor upon demand, such excess damages due.

4.05 Contractor shall not be liable to Subcontractor for delay to Subcontractor's Work caused by the act, neglect or default of the Owner or Owner's representative, or by reason of fire or other casualty, or on account of riots or strikes, or other combined actions of the workmen or others, or on account of any acts of God, or any other causes beyond the Contractor's control, or any circumstance caused or contributed to by any Subcontractor or any other party performing a part of the Work; but Contractor will cooperate with Subcontractor to enforce any just claim against the Owner or Owner's representative for delay. Contractor shall be reimbursed by Subcontractor for any expenses, including attorney's fees, in connection with any claims asserted at the request of Subcontractor. Should Subcontractor be delayed in his Work by Contractor, then Contractor shall owe Subcontractor therefore only an extension of time for completion equal to the delay caused, and then only if written claim for delay is made to Contractor within forty-eight (48) hours from the time of the beginning of the delay.

4.06 Subcontractor shall perform all Work subject to the final approval of the Owner's authorized agent, and his decision in matters relating to artistic effect shall be final, if within the terms of the contract documents.

ARTICLE V PROGRESS PAYMENTS

5.01 Subcontractor shall submit to the Contractor monthly applications for payment on the date specified by the Contractor to enable Contractor to include such amount in his application of payment to the Owner. Payments are made on valuations of Subcontract Work performed. The Subcontractor has submitted to the Contractor a schedule of values of the various parts of the Work, aggregate to the total sum of the Agreement. In applying for payment, the Subcontractor shall submit a statement based upon this schedule. Application for payment made on account of materials not incorporated in the Work, but delivered and suitably stored at the site or at some other location agreed upon in writing, shall include evidence of payment from supplier and shall be in accordance with the terms and conditions of the contract documents. Applications for payment submitted by the 20th day of each month shall be processed by the Contractor for payment. Progress payments shall be made to Subcontractor on or about the 25th day of the following month, provided that like payment has been made to Contractor by Owner. See Paragraph 2.02.

5.02 Retainage of ten percent (10%) of the sums due thereunder shall be withheld until completion and acceptance of all Work to be performed, however, not to exceed thirty (30) days under this Agreement, provided that like payment has been made to Contractor by Owner. See Paragraph 2.02.

5.03 In the event the Contractor believes any of the conditions listed below warrant such action, the Contractor may withhold from monthly progress payments due thereunder sums deemed necessary to protect the Contractor and Owner from any losses on account of: (a) Defective Work not remedied; (b) Failure of the Subcontractor to (i) pay bills for labor and/or materials furnished in connection with the Subcontract Work; and (ii) deliver to Maska Builders, L.L.C. affidavits and/or waivers, releases and indemnities on forms acceptable to Maska Builders, L.L.C. from laborers, lower tier contractors and materialmen who furnish labor or provide materials in connection with the Subcontract Work.; (c) Inability of Subcontractor to complete the Subcontract Work for the unpaid Subcontract balance; (d) Failure of the Subcontractor to diligently prosecute the Subcontract Work such that damages for delay are likely; (e) Damages to another Subcontractor; or, (f) Breach by the Subcontractor of any provision or obligations of this Agreement.

5.04 Subcontract shall pay for all taxes, materials, equipment, and labor used in, or connection with the performance of the Agreement, throughout the period covered by previous payments received from the Contractor and furnish satisfactory evidence when requested by the Contractor to verify compliance with this request

5.05 Contractor reserves the right to make any payment to Subcontractor through the medium of a check made payable to the joint order of: (a) Subcontractor and such of Subcontractor's workmen, material men, suppliers; or (b) Subcontractors, or to any of Subcontractor's creditors having potential lien rights against the Work or claims against any payment bond of Contractor, whose claim against Subcontractor shall, in Contractor's sole determination, be in jeopardy of non-payment.

5.06 All contract documents must be fully executed (notarized where applicable) and forwarded to Contractor before payment will be released, Le., Certificates of Insurance showing General Liability limits and Worker's Compensation coverage, IRS W 9 Form, Release of Lien Forms, Warranty Letters and Affidavits of All Bills Paid.

ARTICLE VI **FINAL PAYMENT**

6.01 Final payment shall be paid to the Subcontractor upon approval by the Owner, Architect and the Contractor of the Subcontractor's Work and, upon payment having been received by the Contractor for all the Subcontractor's Work, including any retainage withheld by the Owner from Contractor, attributable to the Subcontract Work, and satisfactory evidence having been received by the Contractor that all labor, including customary fringe benefits and payments due under collective bargaining agreements, and all Subcontractors and material men have been paid to date and are waiving their lien rights upon the final payment of a specific balance due. See Paragraph 2.02.

6.02 Applications for final payment shall be accompanied by a warranty letter and all necessary closeout documents as detailed in the Project Manual and Specifications as required by the construction contract. Prior to releasing or in conjunction with release of final payment, Subcontractor must execute an unconditional lien waiver and an affidavit of bills paid

ARTICLE VII **CHANGES**

7.01 The Subcontractor may be ordered by the Contractor, without invalidating the Subcontract, to make changes in the Subcontract Work within the general scope of this Subcontract, consisting of additions, deletions or other revisions to the Subcontract Work. Subcontractor, prior to the commencement of such changed or revised Work, shall promptly submit to the Contractor any claim for adjustment to the Subcontract price or performance schedule because of such changed or revised Work.

7.02 Subcontractor shall not be entitled to any extra compensation or additional performance time for any changed or revised Work unless the notice of claim for adjustment is provided the Contractor before such changed or revised Work is performed, and either. (a) the Contractor or Subcontractor entered into a modification changing the agreement sum and/or schedules; or, (b) the Contractor, after receiving the Subcontractor's claim, provides the Subcontractor notice to proceed with the changed or revised Work absent such modification.

7.03 Notwithstanding anything contained herein to the contrary, if the Work for which the Subcontractor claims extra compensation to be due is determined pursuant to the contract documents to be such that the Contractor is not entitled to additional compensation for such Work from the Owner, the Contractor shall not be liable to the Subcontractor for any extra compensation for such Work.

7.04 All Change Orders, Modifications, Claims for Adjustments, and Notice contemplated in this Article VII shall be in writing. All such requests shall be broken into cost categories of costs, overhead and profit, and sales/use tax Of applicable).

7.05 Duly authorized officers (president or Vice President) of the company are the only representatives of the Contractor who are authorized to approve and sign Change Orders.

7.06 All Change Orders, Modifications, Claims for Adjustments not directly reimbursed by the Owner and paid by Maska Builders, L.L.C., shall be passed on at cost, that is, without overhead and profit.

**ARTICLE VIII
INSURANCE**

8.01 Prior to starting Work, the Subcontractor shall procure and maintain in force, Worker's Compensation Insurance, Comprehensive General Liability Insurance showing Subcontractors officers, directors and shareholders of Subcontractor (or their equivalents if Subcontractor is not a corporation), Contractor and Owner as "Additional Insureds", for ongoing and completed operations on a primary and non-contributory basis, with contractual coverage and such other insurance, to the extent required by the contract documents for the Subcontractor's Work. Additional Insured completed operations coverage will be maintained for a period equal to the statute of repose for the state of operations. Subcontractor agrees to waive any rights of subrogation, which Subcontractor may have against Contractor, its officers, directors and shareholders, and the Owner under applicable Worker's Compensation Statutes. Unless otherwise provided in this Subcontract, the Subcontractor's Comprehensive General Liability Insurance, as required by this provision, shall be written for not less than limits of liability as follows:

COMMERCIAL GENERAL LIABILITY (OCCURRENCE BASIS)

<u>Coverage</u>	<u>Limit</u>
Workmen's Compensation Statutory:	
State	Statutory
Federal (Longshoremen's Harbor Work)	Statutory
Employer's Liability:	
	\$100,000 per accident
	\$500,000 Disease - Policy Limit
	\$100,000 Disease - Each Employee
Comprehensive General Liability:	
Bodily Injury	\$2,000,000 General Aggregate - Per Project
Property Damage	\$2,000,000 Product – Comp Ops Aggregate
	Including Premise/Operations, Explosion \$1,000,000 Each Occurrence Collapse and Underground (XCU), Products/Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Personal Injury Liability
Comprehensive Automobile Liability:	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Including Owned, Hired and Non-Owned

8.02 Comprehensive General Liability Insurance may be arranged under a single policy for the full limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

8.03 The forgoing policies shall obtain a provision that coverage afforded under the policies will not be canceled or renewed until at least thirty (30) day's prior written notice has been given to the Contractor. Certificates of Insurance acceptable to the Contractor shall be filed with the Contractor prior to the commencement of Work.

8.04 The Contractor and Subcontractor waive all rights against each other, against the Owner, the Architect/Engineer, separate Contractors, and all other Subcontractors, for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.

8.05 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Subcontractor's Work until date of final payment and termination of any coverage required to be maintained after final payment.

8.06 Subcontractor's failure to obtain the required insurance shall in no way relieve Subcontractor from its indemnity obligations in this Agreement. Further, Subcontractor's indemnity obligations shall extend to the full amount of any damage, loss, or liability described in the indemnity provisions in this Agreement, and Subcontractor's indemnity obligations shall not be limited to the amount of insurance obtained or required.

ARTICLE IX INDEMNIFICATION

9.01 To the fullest extent permitted by law, the Subcontractor shall indemnify the Contractor, the Owner, the Architect/Engineer and their respective officers, directors, owners, employees, agents, insurers, sureties, and parent and affiliated entities, against any and all claims, losses, injuries, demands, actions, judgments, damages and costs and expenses of every kind and description (including, without limitation, attorneys', consultants' and experts' fees) and hold them harmless therefrom arising out of or in any way related to (i) the performance by the Subcontractor of its Work under this Agreement, the 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 Agreement by the Subcontractor, or (iii) any act or omission by the Subcontractor, the 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 the Subcontractor, or (iv) arising wholly or in part out of any negligent act or omission of the Subcontractor, the 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 the Subcontractor is responsible. The provisions of this paragraph are binding on the Subcontractor where the 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. In the event any such claim, loss, injury, demand, action, judgment, damage, cost or expense arises out of this Agreement, the Contractor shall have the right to withhold from any payments due or to become due to the Subcontractor an amount sufficient, in its sole discretion, to protect and indemnify it therefrom. The Subcontractor's indemnification of any or all of the persons and entities indemnified hereunder shall, however, not exceed any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Subcontractor, its agents, representatives, the Subcontractor's subcontractors or suppliers, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Nor shall the Subcontractor's obligation to indemnify hereunder apply to any claim resulting solely from the act or omission of the Contractor, the Owner or the Architect/Engineer. Such obligation shall not negate, abridge or otherwise reduce other rights or obligations of indemnity which otherwise exist as to a party or person described herein.

ARTICLE X WARRANTY

10.01 The Subcontractor agrees to promptly make good, without cost to the Owner or Contractor, any and all defects due to faulty workmanship and/or materials which may appear within the guarantee or warranty period so established in the contract documents; and if no such period be stipulated in the contract documents, then such guarantee shall be for a period of one year from date of substantial completion and acceptance of the project by the Owner. The Subcontractor further agrees to execute any special guarantee as provided by the terms of the contract documents prior to final payment.

ARTICLE XI TERMINATION

11.01 Should the Subcontractor fail at any time to supply a sufficient number of properly skilled workmen and sufficient materials and equipment of the proper quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail to promptly correct defective Work, or fail in the performance of any of the agreements herein contained, the Contractor may, at his option, provide such labor, materials and equipment and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due, to the Subcontractor under this Agreement

11.02 If the Subcontractor at any time shall refuse or neglect to supply sufficient properly skilled workmen or materials or equipment of the proper quality or quantity, or fail in any respect to prosecute Subcontractor's Work with promptness and diligence, or cause by any active admission the stoppage or interference with the Work of the Contractor or other Subcontractors, or fail in performance of any of the covenants herein contained, or be unable to meet his debts as they mature, the Contractor may at his option, upon twenty-four (24) hours' notice to the Subcontractor, terminate the Subcontractor's right to

proceed with the Subcontract Work by delivering written notice of termination to the Subcontractor. Thereafter, the Contractor may take possession of the plant and Work, materials, tools, appliances and equipment of the Subcontractor at the building site, and through himself or others provide labor, equipment and materials to prosecute Subcontractor's Work on such terms and conditions as shall be deemed necessary, and shall deduct the cost thereof, including without restriction thereto all charges, expenses, losses, costs, damages, and attorney's fees incurred as a result of the Subcontractor's failure to perform, from any money then due or thereafter to become due to the Subcontractor under this Agreement.

11.03 If the contract between the Contractor and Owner contains a provision by which the Owner may terminate the right of the Contractor to proceed with the project for the convenience of the Owner, the Contractor shall have the right thereunder to terminate the right of the Subcontractor to proceed with the Subcontract Work for the convenience of the Contractor. In the event the Contractor terminates the right of the Subcontractor to proceed with the Subcontract Work for the convenience of the Contractor, the Subcontractor shall be compensated in accordance with the provisions of the Termination for Convenience provision of the prime contract. The Subcontractor shall be entitled to no other compensation or damages for any termination for the convenience of the Contractor, except as provided in this Paragraph 11.03.

11.04 If the Contractor so terminates the employment of the Subcontractor, the Subcontractor shall not be entitled to any future payment under this Agreement until Subcontractors Work has been completed and accepted by the Owner and payment has been received by the Contractor from any money then due or thereafter to become due to the Subcontractor under this Agreement.

11.05 This offer may be withdrawn by Maska Builders, L.L.C. - General Contractors if not accepted within thirty (30) days from date of this Agreement.

ARTICLE XII **CLAIMS**

12.01 The Subcontractor agrees to make any claims to the Contractor for damaged or additional compensation based on "alleged extra Work, changed conditions, or any other grounds in the same manner as provided in the contract documents for like claims of the Contractor upon the Owner, and in such times as will enable the Contractor to present such claims to the Owner for payment or recognition, and the Contractor will not be liable to the Subcontractor on account of any claim not timely or properly presented, nor unless and until it is allowed by the Owner. Notwithstanding anything to the contrary contained herein, no interruption, cessation, postponement or delay in the commencement of the Work or in the progress thereof from any cause whatsoever, including disputes, shall relieve the Subcontractor of its duty to perform or give rise to any right therefore with respect to the Work to be performed by Subcontractor thereunder, and the Subcontractor hereby expressly waives and releases any other or further right to damages or additional compensation.

12.02 In the event of any dispute or claim between the Contractor and the Owner which directly or indirectly involves the Work required to be performed by Subcontractor under this Subcontract, or in the event of any dispute or claim between Contractor and Subcontractor which directly or indirectly involves a claim against the Owner for either additional compensation and/or an extension of time under the contract documents, Subcontractor agrees to be bound to Contractor and Contractor agrees to be bound to Subcontractor to the same extent that Contractor is bound to the Owner by the terms of the contract documents and by any and all decisions, findings or determinations made thereunder by the person so authorized in the contract documents, or by an administrative agency or court of competent jurisdiction, whether or not Subcontractor is a party to the proceedings before said person, agency or court. If any dispute or claim is prosecuted or defended by Contractor, and Subcontractor is not directly a party or litigant, Subcontractor agrees to cooperate fully with Contractor and to furnish all documents, statements, witnesses and other information required by Contractor for such purpose and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees incurred in connection therewith to the extent of the Subcontractor's interest in such claim or dispute. It is expressly understood and agreed, in connection with the determination of such claims or disputes, that as to any and all Work done and agreed to be done by the Subcontractor, and as to any and all materials or services furnished or agreed to be furnished by the Subcontractor, and as to any and all damage, if any, incurred by Subcontractor in connection with this project, Contractor shall never be liable to Subcontractor to any greater extent than Owner is liable to Contractor.

12.03 If the Subcontractor encounters surfaces or Work which he considers unsatisfactory, and which affect the Work under this Subcontract, or if the Subcontractor encounters any other condition whatsoever upon which he may base a claim for extra compensation, extra time or any other type of claim, it shall be his duty to give written notice to the Contractor prior to commencing any Work involving said conditions in order to allow the Contractor to inspect said conditions and to make such

arrangements and take such steps as Contractor deems necessary. In the absence of such notice to the Contractor, Subcontractor shall be fully and solely responsible and liable for any and all expenses, loss, or damages resulting from said condition and Contractor shall be relieved of all liability in connection therewith.

12.04 Subcontractor shall call) on Subcontractor's Work and maintain his progress during any arbitration or litigation proceedings.

12.05 All Claims or disputes between the Subcontractor and the Contractor arising out or relating to the Contract, or the breach thereof, shall be decided by arbitration in accordance-with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the General Contract or this Agreement shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (a) such person or entity is substantially involved in a common questions of fact or law, (b) the presence of such person or entity is required if complete relief is to be accorded in the arbitration and the interest or responsibility of such person or entity in the matter is not insubstantial. The Agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

12.06 Subcontractor shall make no claim for services rendered or materials furnished by the Subcontractor to the Contractor unless written notice thereof is given by the Subcontractor to the Contractor during the first ten (10) days of the calendar month following that in which the claim originated.

ARTICLE XIII **PROTECTION OF PERSONS AND PROPERTY**

13.01 Subcontractor shall not discriminate against any employee or applicant for employment because of race, sex, creed, color, age or national origin.

13.02 Subcontractor shall take necessary precaution to properly protect the finished Work of other trades and Subcontractors.

13.03 Subcontractor shall pay all laborers and mechanics performing Work upon the project no less than the minimum rate of pay and fringe benefits as may be specified in the contract documents, and provide certified payroll reports weekly, or as may be required by Contractor, evidencing payment of such wage rates.

13.04 Keep the building and premises clean, at all times, of debris arising out of the operation of this Agreement. The Subcontractor shall not be held responsible for unclean conditions caused by other Contractors or Subcontractors unless otherwise provided for. Subcontractor shall be given one (1) twenty-four (24) hour notice to remove his trash. If, at the end of the twenty-four (24) hour notice period, the Subcontractor's trash has not been removed, Contractor shall, without further notice, remove trash at a flat rate of fifty dollars (\$50.00) per hour with a minimum two (2) hour charge. A deductive change order shall be issued for cleaning expenses and will be signed by Subcontractor prior to Contractor's payment of any additional money to Subcontractors.

13.05 Comply with all Federal, State and local laws and ordinances applying to the building or structure and to comply and give adequate notices relating to the Work to the proper authorities, and to secure and pay for all necessary licenses or permits to call) on the Work as described in the contract documents as applicable to this Agreement.

13.06 Subcontractor shall comply with all Federal, State, and local statutes, Social Security statutes, and Unemployment Compensation statutes and Worker's Compensation statutes insofar as applicable to the performance) the Agreement.

13.07 Subcontractor shall provide sufficient, safe and proper facilities at all times for the inspection of the Work by the Contractor or his authorized representatives. Work not meeting the specifications or intent of the drawings shall be removed or rebuilt to conform to same at Subcontractor's expenses.

13.08 Subcontractor shall comply with all safety regulations on the Federal, State, and municipal authorities, and) particularly agrees to comply with all the requirements of the most current Occupational Safety and Health Act and all regulations promulgated by the U.S. Department of Labor under the terms thereof.

13.09 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, given written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other Subcontractors and other employers on the site.

13.10 In the event the Subcontractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Subcontractor shall immediately stop Work the area affected and report the condition to the Contractor in writing. The Work in the affected area shall resume in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written, agreement of the Contractor and Subcontractor, or in accordance with final determination by the Architect on which titration has not been demanded, or by arbitration as provided in this Agreement.

ARTICLE XIV **SEXUAL AND OTHER UNLAWFUL HARASSMENT**

14.01 Subcontractor agrees that, as a condition of contracting with Contractor, it shall adopt the following policy against unlawful harassment, and shall publicize it to all of the Subcontractor's managers, employees, and agents. As a condition of contracting with Contractor, Subcontractor hereby authorizes Contractor to investigate any reported alleged violation of the unlawful harassment policy, and agrees that it will fully cooperate with any such investigation by Contractor, including but not limited to requiring its employees to meet with and truthfully answer all questions posed by the agents of Contractor, while on paid working time of the Subcontractor at the Subcontractor's expense. Subcontractor agrees that any breach of the unlawful harassment policy shall be deemed a material breach of its contract with Contractor.

14.02 All employees are entitled to function in a work environment that nourishes respect for the dignity of each individual. This policy is adopted in further of that goal.

14.03 It is against the policy of this company for an employee to harass another person because of that person's sex, race, color, religion, national origin, age, disabled status, marital status, veteran's status, sexual orientation, or other characteristic protected by law. Action, words, jokes, or comments based upon such characteristics will not be tolerated.

14.04 It is against the policies of this company for an employee to sexually harass another person. Unwelcomed sexual advancements, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decision affecting such individual; or conduct has the purpose or effect of unreasonably interfering with an individual's work performance or environment

14.05 Any person who believes that he or she is being unlawfully harassed should immediately contact their supervisor or an officer of this company.

14.06 All complaints of harassment will be promptly thoroughly and confidentially investigated and, where necessary, appropriate corrective action will be taken. Any person found to have unlawfully harassed another employee will be subject to appropriate disciplinary action, up to and including immediate discharge.

14.07 Subcontractor agrees that all employees of Subcontractor will wear a badge which clearly states Subcontractor's name and the employee's name.

ARTICLE XV **MISCELLANEOUS PROVISIONS**

15.01 Subcontractor shall not assign or factor this Subcontract or any payments due, or to become due, thereunder without the written consent of the Contractor; nor subcontract the whole of this Subcontract without the written consent of the Contractor; nor

further subcontract portions of this Subcontract without written notification to the Contractor, when such notification is requested by the Contractor.

15.02 Either party may require the Subcontractor to enter into agreements with Sub-subcontractors performing portions of the Work of this Agreement by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities which the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other which the Contractor and Subcontractor have by virtue of the provisions , this Agreement

15.03 Subcontractor shall maintain a qualified Superintendent, approved by Contractor, on the job at all times.

15.04 Subcontractor shall furnish all necessary liens, waivers, affidavits, or other documents which are required to keep Owner's premises free from liens or claims arising out of the furnishings of materials or equipment.

15.05 Only an officer or authorized representative of the Subcontractor's Company presenting a Power of Attorney or letter of authorization will be allowed to sign the Agreement and other pertinent contract documents.

15.06 If any provision of this. Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or validity of the balance of the provisions of this Agreement and this Agreement shall, as to those provisions, remain in full force and effect.

15.07 This Agreement shall be construed as a unit and shall not be considered severable. If the Subcontractor fails to, perform its obligations under the Agreement and becomes obligated to pay the Contractor a sum of money which exceeds the amount of money retained by the Contractor under the terms of this Agreement, the Contractor may, at its option, withhold or deduct the amount of money due from the Subcontractor under this Agreement from the monies the contractor may be obligated to pay to the Subcontractor under any other Agreement between the Subcontractor and the Contractor.

15.08 All parties agree that in the event legal action becomes necessary the same will be filed and tried in Tulsa County, Oklahoma.

15.09 Contractor shall conduct their own punch list prior to Owner/Architect punch list. All items pertaining to Contractor's punch list must be completed independent of and prior to Owner/Architect punch list.

15.10 Contractor shall be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the contract documents and by all the provisions thereof affording remedies and redress to the Contractor from the Owner, insofar as applicable to this Agreement.

15.11 Contractor shall not issue or give any instructions, orders or directions directly to employees or workmen of the subcontractor other than the persons designated as the authorized representative(s) of the Subcontractor.

15.12 All notices required to be given under this Agreement shall be deemed delivered when Federal Expressed, faxed, or deposited in the United States mail, first class, postage prepaid to the attention of Project Manager.

15.13 This Agreement contains the entire agreement of the parties. All prior Agreements respecting the subject matter hereof are of no force or effect. All modifications to this Agreement shall be in writing, executed by both parties.

15.14 In the event there is a conflict between the contract documents and any provisions of this Agreement, the terms of this Agreement shall govern.

15.15 In the event either party is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorneys' fees.

END

Attachment C

(MASKA Safety Program)

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PROJECT EMERGENCY PHONE NUMBERS

PROJECT NAME: _____

PROJECT ADDRESS: _____

Main Office: (918) 299-9797

Police: 911 _____
(if no 911 Service Available)

Fire: 911 _____
(if no 911 Service Available)

Ambulance: 911 _____
(if no 911 Service Available)

Hospital: 911 _____
(if no 911 Service Available)

(Name/Position) (Telephone Number)

(Name/Position) (Telephone Number)

(Name/Position) (Telephone Number)

(Name/Position) (Telephone Number)

(Name/Position) (Telephone Number)

(Name/Position) (Telephone Number)

The telephone number of this facility is: _____

THE ADDRESS OF THIS FACILITY IS:
(To be given to emergency responders)

COMPANY POLICY LETTER

SAFETY AND HEALTH POLICY FOR Maska Builders, LLC. The purpose of this policy is to develop a high standard of safety throughout all operations of **Maska Builders, LLC.**

We believe that each employee has the right to derive personal satisfaction from his/her job and the prevention of occupational injury or illness is of such consequence to this belief that it will be given top priority at all times.

It is our intention here at **Maska Builders, LLC** to initiate and maintain complete accident prevention and safety training programs. Each individual from top management to the working person is responsible for the safety and health of those persons in their charge and the co-workers around them. By accepting mutual responsibility to operate safely, we will all contribute to the safety and well-being of all **Maska Builders, LLC'** employees.

David Kerns, Member

Employee Orientation Guide

Company:
Trainer:
Date:

Employee:
Hire Date:
Position:

This checklist is a guideline for conducting employee safety orientations for employees new to Maska Builders, LLC. Once completed and signed by both supervisor and employee, it serves as documentation that orientation has taken place.

	Date	Initials
1. Explain the company safety program, including:		
Orientation	_____	_____
On-the-job training	_____	_____
Safety meeting	_____	_____
Accident Investigation	_____	_____
Disciplinary action	_____	_____
2. Use and care of personal protective equipment. (Hard hat, fall protection, eye protection, etc.)	_____	_____
3. Line of communication and responsibility for immediately reporting accidents.		
A. When to report an injury	_____	_____
B. How to report an injury	_____	_____
C. Who to report an injury to	_____	_____
D. Filling out accident report forms	_____	_____
4. General overview of operation, procedures, methods and Hazards as they relate to the specific job	_____	_____
5. Pertinent safety rules of the company and OSHA	_____	_____
6. First aid supplies, equipment and training		
A. Obtaining treatment	_____	_____
B. Location of Facilities	_____	_____
C. Location and names of First-aid trained personnel	_____	_____
7. Emergency plan		
A. Exit location and evacuation routes	_____	_____
B. Use of fire-fighting equipment (extinguishers, hose)	_____	_____
C. Specific procedures (medical, chemical, etc.)	_____	_____
8. Vehicle safety	_____	_____
9. Personal work habits		
A. Serious consequences of horseplay	_____	_____
B. Fighting	_____	_____
C. Inattention	_____	_____
D. Smoking policy	_____	_____
E. Good housekeeping practices	_____	_____
F. Proper lifting techniques	_____	_____

NOTE TO EMPLOYEES: Do not sign unless ALL items are covered and ALL questions are satisfactorily answered.

The signatures below document that the appropriate elements have been discussed to the satisfaction of both parties and that both the supervisor and the employee accept responsibility for maintaining a safe and healthful work environment.

Date: _____ Supervisor's
Signature: _____

Date: _____ Employee's
Signature: _____

SAFETY PROGRAM OUTLINE/FIRST AID PROCEDURES

Element 1 – Safety Orientation: Each employee will be given a safety orientation by a person in management.

A description of the accident prevention program:

- We have basic safety rules that all employees must follow. They are:
- Never do anything that is unsafe in order to get the job done. If a job is unsafe, report it to your supervisor or foreman. We will find a safer way to do that job.
- Do not remove or disable any safety device! Keep guards in place at all times on operating machinery.
- Never operate a piece of equipment unless you have been trained and are authorized.
- Use your personal protective equipment whenever it is required.
- Obey all safety warning signs.
- Working under the influence of alcohol or illegal drugs or using them at work is prohibited.
- Do not bring firearms or explosives onto company property.
- Horseplay, running and fighting are prohibited
- Clean up spills immediately. Replace all tools and supplies after use. Do not allow scraps to accumulate where they will become a hazard. Good housekeeping helps prevent accidents.

How and when to report injuries:

- If you are injured or become ill on the job, report this to your supervisor.
- We have first aid qualified workers here but we do not have “designated” first-aiders. First aid at the job site is done on a Good Samaritan basis.
- If first aid trained personnel are involved in a situation involving blood, they should:
- Avoid skin contact with blood/other potentially infectious materials by letting the victim help as much as possible, and by using gloves provided in the first aid kit.
- Remove clothing, etc. with blood on it after rendering help.
- Wash thoroughly with soap and water to remove blood. A 10% chlorine bleach solution is good for disinfecting areas contaminated with blood (spills, etc.).
- Report such first aid incidents within the shift to supervisors (time, date, blood presence, exposure, names of others helping).

SAFETY DISCIPLINARY POLICY

Maska Builders, LLC believes that a safety and health Accident Prevention Program is unenforceable without some type of disciplinary policy. Our company believes that in order to maintain a safe and healthful workplace, the employees must be cognizant and aware of all company, State, and Federal safety and health regulations as they apply to the specific job duties required. The following disciplinary policy is in effect and will be applied to all safety and health violations.

The following steps will be followed unless the seriousness of the violation would dictate going directly to Step 2 or Step 3.

- 1 A first time violation will be discussed orally between company supervision and the employee. This will be done as soon as possible.
- 2 A second time offense will be followed up in written form and a copy of this written documentation will be entered into the employee's personnel folder. Possible time off without pay if management feels it is necessary.
- 3 A third time violation will result in termination.

If an employee of this company knowingly and willingly violates any of the safety rules or procedures, or puts his/her self in an imminent danger situation, the employee will be immediately discharged.

SAFETY MEETINGS AND SELF-INSPECTIONS

Element 2 – Employee Safety Meetings

- At the beginning of each job and at least weekly thereafter.
- Review of any walk-around safety inspections conducted since the last safety meeting.
- Review of any citation to assist in correction of hazards.
- Evaluation of any accident investigations conducted since the last meetings to determine if the cause of the unsafe acts or unsafe conditions involved were properly identified and corrected.
- Document attendance and other subjects discussed.
- Maintain records for 5years.

Element 3 – Self-inspections

- At the beginning of each job and at least weekly thereafter.
- Include one member of management and one employee, elected by the employees, as their authorized representative.
- Document attendance and other subjects discussed.

GENERAL SAFETY WORK PRACTICES / PPE / HOUSEKEEPING

Personal Protective Equipment

- Suitable clothing must be worn; long pants, at least short-sleeved shirts and adequate footwear.
- Hard hats, safety glasses or goggles must be used when a potential hazard exists. (Safety glasses must be ANSI Z87 or Z87.1 approved).
- Hearing protection (earplugs or earmuffs) must be used in high noise areas.
- Gloves (as needed).

Housekeeping

- Always store materials in a safe manner. Tie down or support materials if necessary to prevent falling, rolling, or shifting.
- Shavings, dust scraps, oil or grease should not be allowed to accumulate. Good housekeeping is a part of the job.
- Trash piles must be removed as soon as possible. Trash is a safety and fire hazard.
- Immediately remove all loose materials from stairs, walkways, ramps, platforms, etc.
- Do not block aisles, traffic lanes, fire exits, gangways, or stairs.

Other general safe work practices

- Avoid shortcuts -use ramps, stairs, walkways, ladders, etc.
- Do not remove, deface or destroy any warning, danger sign, or barricade, or interfere with any form of accident prevention device or practice provided for your use or that is being used by other workers.
- Get help with heavy or bulky materials to avoid injury to yourself or damage to material.
- Do not use tools with split, broken, or loose handles, or burred or mushroomed heads. Keep cutting tools sharp and carry all tools in a container.
- Know the correct use of hand and power tools. Use the right tool for the job.

LADDER SAFETY / FALL PROTECTION / ELECTRICAL

Ladder Safety

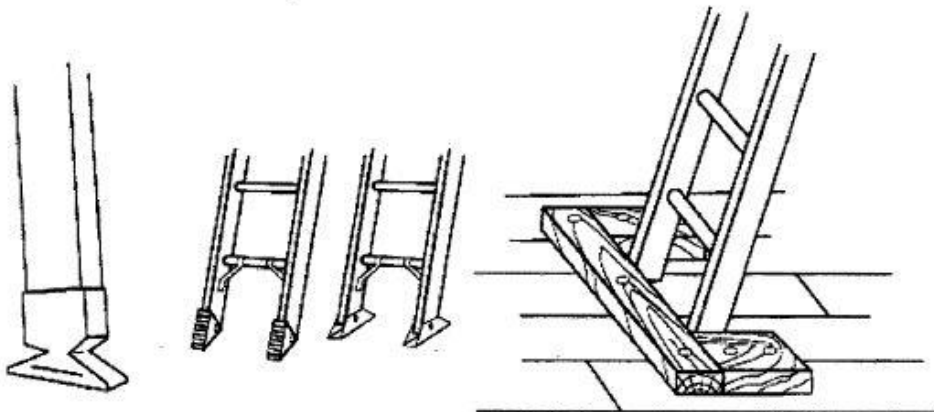
- Inspect before use for physical defects.
- Ladders are not to be painted except for numbering purposes.
- Do not use ladders for skids, braces, workbenches, or any purpose other than climbing.
- When you are ascending or descending a ladder, do not carry objects that will prevent you from grasping the ladder with both hands.
- Always face the ladder when ascending and descending.
- If you must place a ladder over a doorway, barricade the door to prevent its use and post a warning sign.
- Only one person is allowed on a ladder at a time.
- Do not jump from a ladder when descending.
- All joints between steps, rungs, and side rails must be tight.
- Safety feet must be in good working order and in place.
- Rungs must be free of grease and/or oil.

Stepladders

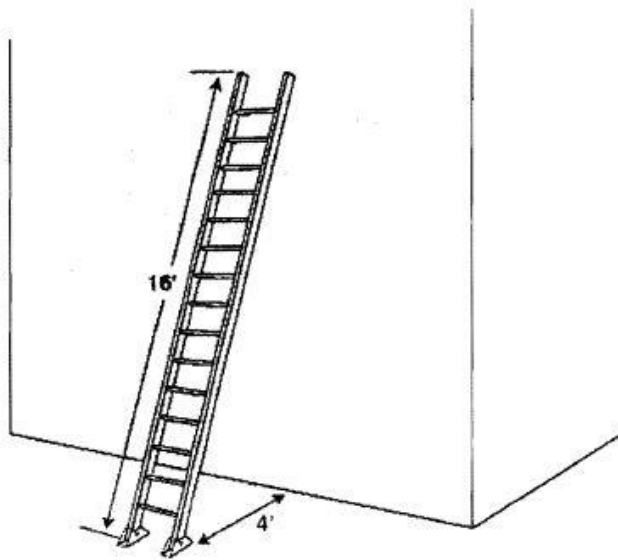
- Do not place tools or materials on the steps or platform of a stepladder
- Do not use the top two steps of a stepladder as a step or stand.
- Always level all four feet and lock spreaders in place.
- Do not use a stepladder as a straight ladder.

Straight type or extension ladders

- All straight or extension ladders must extend at least three feet beyond the supporting object when used as an access to an elevated work area.
- After raising the extension portion of a two or more stage ladder to the desired height, check to ensure that the safety dogs or latches are engaged.
- All extension or straight ladders must be secured or tied off at the top.



- All ladders must be equipped with safety (non-skid) feet.



- Portable ladders must be used at such a pitch that the horizontal distance from the top support to the foot of the ladder is about one-quarter of the working length of the ladder.

For other rules and regulations regarding Portable Ladders, please refer to 29 CFR 1926 OSHA Construction Industry Regulations 1926.1053

Fall Protection

- Fall hazards of 10 feet or more will be outlined and addressed in our jobsite fall protection work plan.
- Fall hazards of less than 10 feet will be protected by covers, guardrails or other methods and will be addressed in our self-inspections and safety meetings.
- Standard guardrails must be erected around all floor openings and open-sided surfaces. Contact your supervisor for the correct specifications.

Electrical

- Ground-fault circuit interrupters (GFCI) will be used whenever possible.
- Electric cords will be inspected daily and repaired or replaced as necessary.
- Do not operate any power tool or equipment unless you are trained in its operation.
- Use tools only for their designed purpose

FALL PROTECTION WORK PLAN

COMPANY: _____ DATE: _____

SITE ADDRESS: _____

REPORT PREPARED BY: _____ TITLE: _____

1. SPECIFIC WORK

AREA _____

2. ACTIVITIES _____

3. IDENTIFY ALL FALL HAZARDS IN THIS

AREA: _____

4. CHECK THE METHOD OF FALL RESTRAINT OR ARREST TO BE UTILIZED:

- STANDARD GUARDRAIL
- SECURED TO EXISTING STRUCTURE
- SHOCK ABSORBING LANYARD
- SCAFFOLD W/ GUARDRAIL
- FULL BODY HARNESS
- TIE-OFF POINT CAPABLE OF 5000LB/PERSON
- RETRACTABLE LANYARD
- OTHER (SPECIFY)
- SCISSOR LIFT
- BOOM LIFT
- FORKLIFT BASKET
- WARNING LINE
- WARNING LINE & SAFETY MONITOR

5. DESCRIBE PROCEDURES FOR ASSEMBLY, MAINTENANCE, INSPECTION AND DISASSEMBY OF THE SYSTEM (IF ADDITIONAL SPACE IS REQUIRED, COMPLETE ON THE BACK OF THIS FORM OR ATTACH A SEPARATE SHEET)

6. DESCRIBE PROCEDURES FOR HANDLING AND SECURING TOOLS, EQUIPMENT AND MATERIALS AND FOR PROVIDING OVERHEAD PROTECTION FOR WORKERS (IF ADDITIONAL SPACE IS REQUIRED, COMPLETE ON THE BACK OF THIS FORM OR SEPARATE SHEET):

7. DESCRIBE THE METHOD FOR PROMPT, SAFE REMOVAL OF INJURED WORKER(S): (CALLING 911 IS NOT SUFFICIENT AS A MEANS OF RESCUE.)

8. I CERTIFY THAT I HAVE RECEIVED FALL PROTECTION ORIENTATION INCLUDING THE MATERIAL COVERED IN THIS FALL PROTECTION WORK PLAN.

EMPLOYEE NAME:

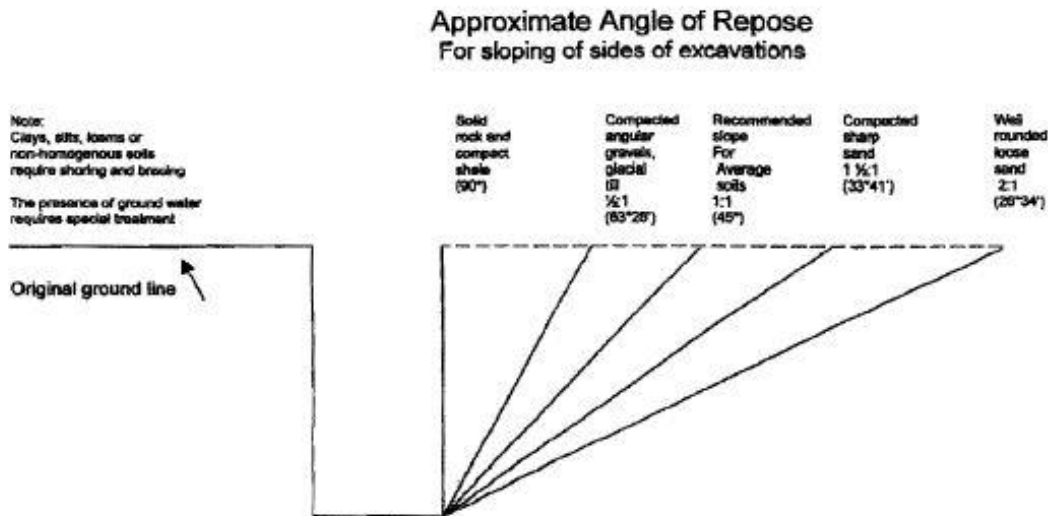
DATE:

SCAFFOLD SAFETY RULES

1. General – Before starting work on a scaffold, inspect it for the following:
 - a. Are guardrails, toe boards, and planking in place and secure?
 - b. Are locking pins at each joint in place?
 - c. Are all wheels on moveable scaffolds locked?
2. Do not attempt to gain access to a scaffold by climbing on it (unless it is specifically designed for climbing -always use a ladder.
3. Scaffolds and their components must be capable of supporting four times the maximum intended load.
4. Any scaffold, including accessories such as braces, brackets, trusses, screw legs, ladders, etc., damaged or weakened in any way, must be immediately repaired or replaced.
5. Scaffold planks must extend over their end supports not less than 6 inches or more than 12 inches, unless otherwise specifically required.
6. Scaffold platforms must be at least 18 inches wide unless otherwise specifically required or exempted.
7. Where persons are required to work or pass under the scaffold, scaffolds shall be provided with a screen between the toe-board and guardrail, extending along the entire opening. The screen must be made of No. 18 gauge U.S. Standard wire, Y2 inch mesh or equivalent protection.
8. All scaffolds must be erected level and plumb, and on a solid footing.
9. Do not change or remove scaffold members unless authorized.
10. Do not allow workers to ride on a rolling scaffold when it is being moved. Remove or secure all materials and tools on deck before moving.
11. Do not alter any scaffold member by welding, burning, cutting, drilling, or bending.

TRENCHING AND EXCAVATING

1. The determination of the angle of repose and design of the supporting system shall be based on careful evaluation of pertinent factors, such as:
 - a. Depth and/or cut/soils classification
 - b. Possible variation in water content of the material while excavation is open
 - c. Anticipated changes in materials from exposure to air, sun, water, or freezing
 - d. Loading imposed by structures, equipment, or overlaying or stored material
 - e. Vibration from equipment, blasting, traffic, or other sources



2. Walkways or bridges with standard railings must be provided when employees or equipment are required to cross over excavations.
3. The walls and faces of all excavations in which employees are exposed to danger from moving ground must be guarded by a shoring system, sloping of the ground, or some other equivalent means.
4. No person must be permitted under loads handled by power shovels, derricks, or hoists.
5. All employees must be protected with personal protective equipment for the protection of the head, eyes, respiratory system, hands, feet, and other parts of the body.

TEMPERATURE EXTREMES

Workers subjected to temperature extremes, radiant heat, humidity, or air velocity combinations which, over a period of time, may produce physical illness. Protection by use of adequate controls, methods or procedures, or use of protective clothing will be provided to employees working in these conditions. Excessive exposure to heat is referred to as heat stress and excessive exposure to cold is referred to as cold stress.

Heat related illness (HRI) and cold-induced illnesses (Hypothermia/frostbite) are well known, recognized workplace hazards. All work operations involving exposure to temperature extremes, either humidity/heat extremes or cold extremes have the potential for inducing heat stress and heat related illnesses or cold stress resulting in frostbite or hypothermia, therefore. KSI has developed a policy to address these issues. All employees will receive training relating to the causes and effects, as well as the personal and environmental factors that may lead to temperature extreme related illnesses. Each employee will be provided with training and materials that include but are not limited to:

- The chosen method or methods to assess the risk for HRI or cold stress.
- A section covering training elements to provide employees information on what the employer will do when working in extreme weather conditions.
- A section on first aid including how to identify HRI symptoms and cold stress systems. The proper first aid application for an individual that is suffering from HRI or cold weather illness, and procedures for summoning medical aid personnel.
- A section identifying where and how adequate drinking water will be supplied.

Heat Exhaustion – Types, Symptoms and First Aid

Heat exhaustion is the body's response to an excessive loss of the water and salt, usually through excessive sweating. Workers most prone to heat exhaustion are those that are elderly, have high blood pressure, and those working in a hot environment.

Symptoms

Symptoms of heat exhaustion include:

- Heavy sweating / fast and shallow breathing
- Extreme weakness or fatigue
- Dizziness, confusion
- Nausea
- Clammy, moist skin
- Pale or flushed complexion / slightly elevated body temperature
- Muscle cramps

First Aid

Treat a worker suffering from heat exhaustion with the following:

- Have them rest in a cool, shaded or air-conditioned area.
- Have them drink plenty of water or other cool, nonalcoholic beverages.
- Have them take a cool shower, bath, or sponge bath.

Heat Syncope -Types, Symptoms and First Aid

Heat syncope is a fainting (syncope) episode or dizziness that usually occurs with prolonged standing or sudden rising from a sitting or lying position. Factors that may contribute to heat syncope include dehydration and lack of acclimatization.

Symptoms

Symptoms of heat syncope include:

- Light-headedness
- Dizziness
- Fainting

First Aid

Workers with heat syncope should:

- Sit or lie down in a cool place when they begin to feel symptoms.
- Slowly drink water, clear juice, or a sports beverage.

Dehydration -Types, Symptoms and First Aid

Dehydration occurs when the amount of water leaving the body is greater than the amount being taken in.

Symptoms

Symptoms of Dehydration include:

- Fatigue
- Reduce Movement

First Aid

Workers with heat cramps should:

- Increase water intake
- Rest in shade/cool environment

Heat Cramps –Types, Symptoms and First Aid

Heat cramps usually affect workers who sweat a lot during strenuous activity. This sweating depletes the body's salt and moisture levels. Low salt levels in muscles causes painful cramps.

Heat cramps may also be a symptom of heat exhaustion.

Symptoms

Muscle pain or spasms usually in the abdomen, arms, or legs.

First Aid

Workers with heat cramps should:

- Stop all activity, and sit in a cool place.
- Drink clear juice or a sports beverage.
- Do not return to strenuous work for a few hours after the cramps subside because further exertion may lead to heat exhaustion or heat stroke.
- Seek medical attention if any of the following apply:
 - The worker has heart problems.
 - The worker is on a low-sodium diet.
 - The cramps do not subside within one hour.

HEAT ALERT PROGRAM – OSHA SPECIAL EMPHASIS PROGRAM

Heat Stroke -Types. Symptoms and First Aid

Heat stroke is the most serious heat-related disorder. It occurs when the body becomes unable to control its temperature: the body's temperature rises rapidly. The sweating mechanism fails, and the body is unable to cool down. When heat stroke occurs, the body temperature can rise to 106 degrees Fahrenheit or higher within 10 to 15 minutes. Heat stroke can cause death or permanent disability if emergency treatment is not given.

Symptoms – Symptoms of heat stroke include:

- Hot, dry skin (no sweating)
- Hallucinations
- Chills
- Throbbing headache
- High body temperature
- Confusion/dizziness
- Slurred speech

First Aid – Take the following steps to treat a worker with heat stroke:

- Call 911 and notify their supervisor / **MEDICAL EMERGENCY.**
- Move the sick worker to a cool shaded area.
- Cool the worker using methods such as:
 - Soaking their clothes with water.
 - Spraying, sponging, or showering them with water.
 - Fanning their body.

PREVENTIVE MEASURES EMPLOYEES CAN TAKE

- Drink small amounts of cool water frequently to prevent dehydration.
- Drink throughout the day to relieve thirst and maintain an adequate urine output.
- Plain water is usually adequate without need to take additional salt or minerals beyond those in your diet. A sports beverage can replace the salt and minerals you lose in sweat. (Not company provided)
- Wear appropriate clothing.
- During periods of elevated temperature, employees should wear light-colored, lightweight, loose-fitting cotton clothing that allows ventilation of air to the body.
- Protect yourself from the sun by wearing a wide-brimmed hard hat or cap style hard hat, and approved safety glasses.
- Sunscreen-SPF 15 or higher-are also recommended.
- Pace yourself. Start slowly and pick up the pace gradually.
- Stand or sit up slowly. Flex leg muscles before moving.
- Take time to cool down.
- Rest often in shady areas.
- Take time to acclimate to heat and humidity.

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- Take time to acclimate to heat and humidity.

Medical Emergencies

Employees will be advised to know which of their co-workers is first aid trained. First aid training that an employee has received is to have covered heat related illness and treatment. While the first aid trained person assesses and begins treatment, he or she will make an initial determination as to whether the illness seems life threatening, or otherwise in need of emergency medical units. If the first aid trained person deems it necessary to place a 911 call, another employee shall be dispatched to the construction office to place a 911 call requesting an ambulance. The first aid trained employee is to stay with the victim and perform any and all treatment measures possible until the arrival of the responding emergency medical units. If the first aid employee needs to take a break from rendering treatment to the victim, or for some other reason has to shift his or her focus away from the victim, another competent employee shall stay with the victim and begin rendering the appropriate treatment.

The supervisor responding to the incident is also responsible for documenting all of the pertinent information relating to the emergency. This would include any witness statements, details pertaining to the events that led to the employee's heat illness, and the subsequent actions that followed, such as medical treatment rendered, and the outcome.

Emergency Contacts

Jobsite Address: _____

First Aid Responder: _____

Safety Director: _____

Jobsite Foreman Telephone Number: _____

Safety Directors Telephone number: _____

Telephone Number at the Jobsite Trailer: _____

Office Telephone Number: _____

Urgent Care Clinic Phone Number _____

Ambulance Telephone Number: **911**

Fire Department Telephone Number: **911**

Police Telephone Number: **911**

Heat Conditions

Condition	Signs/Symptoms	First Aid
<i>Heat Cramps</i>	Painful muscle spasms Heavy sweating	Increase Water Intake Rest in shade/cool environment
<i>Heat Syncope</i>	Brief fainting Blurred vision	Increase Water Intake Rest in shade/cool environment
<i>Dehydration</i>	Fatigue Reduced movement	Increase Water Intake Rest in shade/cool environment
<i>Heat Exhaustion</i>	Pale and clammy skin Possible fainting Weakness, fatigue Nausea Dizziness Heavy sweating Blurred Vision Body temp slightly elevated	Lie down in cool environment Water intake Loosen clothing Call 911 to summon ambulance if symptoms continue once in cool environment
<i>Heat Stroke</i>	Cessation of sweating Skin hot and dry Red face High body temperature Unconsciousness Collapse Convulsions Confusion or erratic behavior Life threatening condition	Medical Emergency! Call 911 immediately Move victim to shade, immerse in water

MOTORIZED VEHICLES AND EQUIPMENT

1. Do not ride on motorized vehicles or equipment unless a proper seat is provided for each rider.
2. Always be seated when riding authorized vehicles (unless they are designed for standing).
3. Do not operate any motorized vehicle or equipment unless you are specifically authorized to do so by your supervisor.
4. Always use your seat belts in the correct manner.
5. Obey all speed limits and other traffic regulations.
6. Always be aware of pedestrians and give them the right-of-way.
7. Always inspect your vehicle or equipment before and after daily use.
8. Never mount or dismount any vehicles or equipment while they are still in motion.
9. Do not dismount any vehicle without first shutting down the engine, setting the parking brake and securing the load.
10. Do not allow other persons to ride the hook or block, dump box, forks, bucket or shovel of any equipment.
11. Each operator must be knowledgeable of all hand signals and obey them.
12. Each operator is responsible for the stability and security of his/her load.

Forklift Safety

Prior to performing work on or around Powered Industrial Trucks (forklifts) employees will receive training in:

Employee Orientation Guide

Company:	Employee:
Trainer:	Hire Date:
Date	Position:

- Forklift safety hazards
- Types of forklifts (powered industrial trucks)
- Forklift operator training requirements

For other rules and regulations regarding motor vehicles, mechanized equipment and marine operations, please refer to Subpart O of the 29 CFR 1926 OSHA Construction Industry Regulations.

This checklist is a guideline for conduction employee safety orientation for employees new to Maska Builders, LLC. Once completed and signed by both supervisor and employee, it serves as documentation that orientation has taken place.

POWER AND HAND TOOL SAFETY

General Information

The number and technical nature of tasks performed by employees of Maska Builders, LLC guarantees that the types of hand and power tools employees use is almost impossible to list.

OSHA regulates hand and powered tool use in the construction industry. For the purposes of this Hand and Portable Power Tool Safety Program, OSHA regulatory references shall focus on:

29 CFR 1910 Authority to establish regulatory requirements (Subpart P)

29 CFR 1910.241 Definitions (more than 20) 29 CFR 1910.242 General requirements .242(a) states the employer's responsibility for the safe condition of tools and equipment used by employees, even those furnished by the employees; .242(b) addresses use of compressed air for cleaning.

29 CFR 1910.243 Addresses guarding of portable powered tools and establishes regulations for: portable, power-driven circular saws; hand-held powered drills, tappers, fastener drivers, grinders, belt sanders, reciprocating saws, saber, scroll and jig saws, platen sanders, routers, planers, laminate trimmers, nibblers and shears. Also establishes regulations for electrical grounding, pneumatic tools, tool retainers, air hoses, abrasive wheels, types 16, 17, 18, 18R and 19 cones, plugs and threaded hole pot balls (abrasive grinding devices), cup wheels, revolving cup guards, vertical and other portable grinders, powder actuated fastening tools, and powered lawn mowers.

29 CFR 1910.244 Addresses other portable tools and equipment, specifically jacks and abrasive blast cleaning nozzles.

Additionally, OSHA refers to:

ANSI B-71.1 (1980), which addresses safety specifications for power lawn mowers, lawn and garden tractors, and lawn tractors; and 29 CFR 1910.212, which addresses general requirements for all machines.

Finally, 2 OSHA publications are recommended for additional insight into what OSHA considers important when using hand and portable power tools. They can be accessed at the following web sites:

<http://www.osha.gov/Publications/smallbusiness/small-business.html>

<http://www.osha.gov/Publications/osha3080.pdf>

Intent of Hand Tool and Portable Power Tool Safety Program

It shall be the practice and policy of Maska Builders, LLC to protect all employees from work-related injury or illness and to comply with all regulatory requirements concerning the safe use of all hand and portable power tools. **At no time will the use of unauthorized, employee owned, tools be used in the performance of Maska Builders, LLC daily activities.**

RESPONSIBILITIES:

It shall be the responsibility of EVERY EMPLOYEE, at any level, to address hazards associated with the use of such tools. Should an employee demonstrate a lack of sufficient knowledge to safely use a tool, it shall be the responsibility of the supervisor to re-train the employee in the specific areas in which the employee has demonstrated insufficient knowledge, and to produce and retain on file written documentation of the training. It shall further be the responsibility of each supervisor to administer appropriate disciplinary action to any employee who fails or refuses to comply with approved safe work practices. It shall be the responsibility of each employee, having been trained to safely use the hand and portable power tools required by his/her job, to comply with appropriate safe work practices to prevent work-related injury or illness to himself or others.

AUTHORITATIVE SOURCE:

OSHA recognizes that the authoritative reference source for safe use of hand and portable power tools is the manufacturers published operator's manual. It shall be the practice of Maska Builders, LLC to recognize the manufacturer's operator's manual as the minimum safety standard in operation of hand and portable power tools, reserving however the right to establish safe operating practices that exceed those of either OSHA or the manufacturer, in order to protect employees from potential injury or illness.

To assist in training, OSHA's Publication 3080 and the web site referenced above, addresses the hazards of hand tools and the dangers of power tools. It also talks about guarding, operating controls and switches, electric tools, portable abrasive wheel tools, pneumatic tools, liquid fuel tools, powder-actuated tools and hydraulic power tools. This publication states that there are "Five basic safety rules that can help prevent hazards associated with the use of hand and power tools." They are:

- (1) Keep all tools in good condition with regular maintenance;
- (2) Use the right tool for the job;
- (3) Examine each tool for damage before use and don't use damaged tools;
- (4) Operate tools according to the manufacturers' instructions; and
- (5) Provide and use properly the right PPE.



NATIVE AMERICAN ENTERPRISE

Weekly Safety Meeting Attendance Documentation

This Safety Meeting was presented:

_____ at _____ Topic _____
(Date) (Location)

_____ (Print Name) _____ (Title) _____ (Signature)

The below listed employees attended this Safety Meeting:

(Print Name) (Signature)

Additional Documentation

EMPLOYEE COMMENTS OR CONCERNS:

OTHER SAFETY ISSUES ADDRESSED ON THIS SPECIFIC JOB SITE:

ITEMS REQUIRING RESEARCH OR FOLLOW-UP:

WEEKLY SAFETY INSPECTION CHECKLIST



(JOB # & JOB NAME)

(JOB LOCATION)

(SUPERINTENDENT PRINT NAME)

(SUPERINTENDENT SIGNATURE)

(DATE)

HOUSEKEEPING				WALKING / WORKING SURFACES			
Storage of material	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Handrails	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Disposal of waste	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Guardrails	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Tripping, slipping	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Barricades	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Trash containers	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Oil, ice, snow, or mud	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
				Scrap, rubbish	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
COMPRESSED GAS CYLINDERS				SCAFFOLDS			
Used in upright position	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Footings	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Secured from falling	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Handrails	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Caps in place	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Safety belts	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Property separated	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Properly erected	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Empties returned	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Properly supported	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
LADDERS				FIREPROTECTION			
Safety feet	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Extinguisher charged	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Tied off	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Extinguisher tagged	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Electrical exposures	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Hot work	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Rungs recessed	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Hoses	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Filler blocks	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Water supply	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
				Freeze protection	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
EQUIPMENT				PERSONAL PROTECTIVE EQUIPMENT			
General Appearance	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Eye protection	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Protective guards	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Respiratory protection	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Proper operation	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Hard hats	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Slings & chokers	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Shoes	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Air hoses	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Ear protection	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Safety nets	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Safety belts	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
				Clothing	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____

WEEKLY SAFETY INSPECTION CHECKLIST



ELECTRICAL				MEDICAL & FIRST AID			
Tools grounded	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Kit provided	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Tools free of grease	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Fully stocked	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Cords spliced	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Emergency #'s posted	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Cords cut	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	First aider on job	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Generators	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Stretchers	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Ground fault CI	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____				
CRANES				GENERAL			
Daily visual inspection	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Flagging	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Monthly visual insp.	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Barricade & signs	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Annual insp. rep. in cab	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Openings covered	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Load rating chart in cab	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Lighting	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Boom angle indicator	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Eating areas	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Fire extinguisher	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Sanitation	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
				Drinking water	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
FUEL STORAGE TANKS				BULLETIN BOARD			
Diked	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Properly located	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Placarded	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	OSHA poster	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Barricaded	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Material in good condition	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Extinguisher	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Changed regularly	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
FUEL DISPENSING CANS				OTHER/MISCELLANEOUS			
Safety type	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	_____	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Flame arrester	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	_____	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Color coded	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	_____	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Nozzle cap tight	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	_____	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____

Other Remarks:

Deficiencies Corrected:

EQUIPMENT SAFETY INSPECTION CHECKLIST

Date: _____

Project: _____

Equipment: _____

All guards and fenders	_____	OK	_____	Needs Repair
Brakes	_____	OK	_____	Needs Repair
Lights – front, rear, side, dash	_____	OK	_____	Needs Repair
Back-up alarm – horn	_____	OK	_____	Needs Repair
Ladders, stairs, hand holds	_____	OK	_____	Needs Repair
ROPS (Roll-over protection)	_____	OK	_____	Needs Repair
Seat belts	_____	OK	_____	Needs Repair
Fire extinguisher	_____	OK	_____	Needs Repair
Glass	_____	OK	_____	Needs Repair
Tires	_____	OK	_____	Needs Repair
Electrical cords	_____	OK	_____	Needs Repair
Ground fault circuit interrupters	_____	OK	_____	Needs Repair
Electrical hand tools	_____	OK	_____	Needs Repair
Powder actuated tools	_____	OK	_____	Needs Repair
Condition of pneumatic hand tools	_____	OK	_____	Needs Repair

Other Items Checked:

Oil level and leaks	_____	OK	_____	Needs Repair	_____	Add	_____	Change
Hydraulic oil level and leaks	_____	OK	_____	Needs Repair	_____	Add	_____	Change
Anti-freeze level and leaks	_____	OK	_____	Needs Repair	_____	Add	_____	Change
Fuel level and leaks	_____	OK	_____	Needs Repair	_____	Add	_____	Change
First aid kit	_____	OK	_____	Needs Repair	_____	Add	_____	Change

Repaired by: _____

Checked by: _____

HAZARD COMMUNICATION CHECKLIST

1. Have we prepared a list of all the hazardous chemicals in our workplace?
2. Are we prepared to update our hazardous chemical list?
3. Have we obtained or developed a material safety data sheet for each hazardous chemical we use?
4. Have we developed a system to ensure that all incoming hazardous chemicals are checked for proper labels and data sheets?
5. Do we have procedures to ensure proper labeling or warning signs for containers that hold hazardous chemicals?
6. Are our employees aware of the specific information and training requirements of the Hazard Communication Standard?
7. Are our employees familiar with the different types of chemicals and the hazards associated with them?
8. Have our employees been informed of the hazards associated with performing non-routine tasks?
9. Are employees trained about proper work practices and personal protective equipment in relation to the hazardous chemicals in their work area?
10. Does our training program provide information on appropriate first aid, emergency procedures, and the likely symptoms of overexposure?
11. Does our training program include an explanation of labels and warnings that are used in each work area?
12. Does the training describe where to obtain data sheets and how employees may use them?
13. Have we worked out a system to ensure that new employees are trained before beginning work?
14. Have we developed a system to identify new hazardous chemicals before they are introduced into a work area?
15. Do we have a system for informing employees when we learn of new hazards associated with a chemical?

Maska Builders, LLC Inc.

HAZARD COMMUNICATION WRITTEN PROGRAM

This program has been prepared to comply with the requirements of the Federal OSHA standard 1926.59 and to insure that information necessary for the safe use, handling and storage of hazardous chemicals is provided to and made available to employers and employees. The L D Kerns Hazard Communication Program, a list of chemicals used at our jobsite, and the Safety Data Sheets can be obtained by contacting the job site office or the main office.

This program includes guidelines on identification of chemical hazards and the preparation and proper use of container labels, placards and other types of warning devices.

A. CHEMICAL INVENTORY

1. MASKA BUILDERS, maintains an inventory of all known chemicals in use on this worksite. A chemical inventory is available from the Project Superintendent. All chemical materials used shall have a Safety Data Sheet (SDS) filed with MASKA BUILDERS to be posted in the jobsite office.
2. Hazardous chemicals brought onto the worksite by MASKA BUILDERS will be included on the hazardous chemical inventory list.

B. CONTAINER LABELING

1. All chemicals on site will be stored in their original or approved containers with a proper label attached, except small quantities for immediate use. Any container not properly labeled should be given to the Project Superintendent for labeling or proper disposal.
2. Workers may dispense chemicals from original containers only in small quantities intended for immediate use. Any chemical left after work is completed must be returned to the original container or the Project Superintendent for proper handling.
3. No unmarked containers of any size are to be left in the work area unattended.
4. MASKA BUILDERS will rely on manufacturer and or supplier applied labels whenever possible, and will ensure that these labels are maintained. Containers that are not labeled or on which the manufacturer's label has been removed will be relabeled.
5. MASKA BUILDERS will ensure that each container is labeled with the identity of the hazardous chemical contained and any appropriate hazard warnings.

C. SAFETY DATA SHEETS (SDS)

1. Employees working with a Hazardous Chemical may request a copy of the Safety Data Sheets (SDS). Requests to review SDS's should be made to the Project Superintendent.
2. SDS should be available and standard chemical reference may also be available on the site to provide immediate reference to chemicals safety information.

D. EMPLOYEE TRAINING

Employees will be trained to work safely with hazardous chemicals. Employees training will include:

- (1) Methods that may be used to detect a release of a hazardous chemical(s) in the workplace,
- (2) Physical and health hazards associated with chemicals,
- (3) Protective measures to be taken,
- (4) Safe work practices, emergency responses and use of personnel protective equipment,
- (5) Information on the Hazard Communication Standard including
 - Labeling and warning systems, and
 - An explanation of Safety Data Sheets

E. PERSONNEL PROTECTIVE EQUIPMENT (PPE)

Required PPE is available from the Project Superintendent. Any employee found in violation of PPE requirements may be subject to disciplinary actions up to and including discharge.

F. EMERGENCY RESPONSE

1. Any incident of over exposure or spill of a hazardous chemical/substance must be reported to the Project Superintendent at once.

G. The foreman or immediate supervisor will be responsible for insuring that proper emergency response actions are taken in leak/spill situations.

H. HAZARDS OF NON-ROUTINE TASKS

1. Supervisors will inform employees of any special tasks that may arise which would involve possible exposure to hazardous chemicals.
2. Review of safe work procedures and use of required PPE will be conducted prior to the start of such tasks as confined space, unlabeled pipe containing chemicals.
3. Where necessary, areas will be posted to indicate the nature of the hazard involved.

I. INFORMING OTHER EMPLOYERS

1. Other on-site employers are required to adhere to the provisions of the Hazard Communication Standard.
2. Information of hazardous chemicals known to be present will be exchanged with other employers during the preconstruction meeting. Employers will be responsible for providing necessary information to their employees.
3. Other on site employers will be provided with a copy of the hazard communication program of MASKA BUILDERS.
4. MASKA BUILDERS will supply a central location for SDS so all employees of all contractors will have access.

J. POSTING

MASKA BUILDERS has posted information for employees at this job site on the Hazard Communication Standard. This information can be found at the Project Office.

NO SOLICITATION / NO DISTRIBUTION POLICY

By Non-Employees

Solicitation of or distribution to employees or others by any person who is not employed by Maska Builders, LLC is prohibited at all times on Maska Builders, LLC property and throughout all Maska Builders, LLC operated facilities.

By Employees

Solicitation of or distribution to employees by other employees is permitted on Maska Builders, LLC property and in Maska Builders, LLC operated facilities provided:

The employee doing the solicitation/distribution is not on working time and
The employee receiving the solicitation/distribution is not on working time, and,
The solicitation/distribution is not attempted in areas open to the public when a facility is open, or in a manner disruptive to production or to another employee who is on working time.

"Working time" does not include time before or after scheduled work hours, or during lunch periods or during paid rest periods."

These rules apply to all of the Maska Builders, LLC locations and solicitations/distributions for all purposes, including lotteries and raffles, political, religious, labor or fraternal organizations, and the like. The only exception is specifically authorized by Maska Builders, LLC and approved business-related vendor or Maska Builders, LLC events. Violation of this rule will subject an employee to disciplinary action, up to and possibly including termination.

ACCIDENT INVESTIGATION FORM

Injured Employee: _____ Date: _____

Age: _____ Job Title: _____ Project/Job: _____

Date & Time of Accident/Injury: _____ (Date) _____ (Time) Injury: _____ (Yes/No)

Nature of Injury or Property Damage: _____

Statement of employee involved in the injury or accident (what happened): _____

Witness 1 statement: _____

Witness 1 Name & Job Title: _____

Witness 2 statement: _____

Witness 2 Name & Job Title: _____

Supervisor/competent person statement: _____

Was there an injury? _____ Was medical treatment required? _____ Possible lost time accident? _____

Signature of Supervisor/competent person: _____

Report Investigated by: _____ Date: _____

Report reviewed by: _____ Date: _____

Findings: _____

Cause of incident: _____

Means of preventing a reoccurrence: _____

This record will be maintained in the Safety Program Administrator's office for a period of 2 years from the date of accident/injury unless a longer retention is required by law.

If more than 10 employees at any one time in the previous calendar year, this information will be used to complete OSHA Forms 300 and 301 which are used to record and classify occupational injuries and illnesses. Recordable injuries and illnesses must be entered on OSHA Forms 300 and 301 within seven (7) days

**MASKA BUILDERS, LLC
PERMIT-REQUIRED CONFINED
SPACE PROGRAM**

29 CFR 1910.146

July 2016

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OBJECTIVE

The purpose of the Maska Builders, LLC Confined Space Program is to set procedures that will ensure workers safe entry into confined spaces and permit-required confined spaces to perform routine tasks associated with their employment. This procedure is designed to provide the minimum safety requirements in accordance with the Occupational Safety and Health Administration's (OSHA) Confined Space Standard, 1910.146.

BACKGROUND

A confined space is defined as any location that has limited openings for entry and egress, is not intended for continuous employee occupancy, and is so enclosed that natural ventilation may not reduce air contaminants to levels below the threshold limit value (TLV). Examples of confined spaces include: manholes, stacks, pipes, storage tanks, trailers, tank cars, pits, sumps, hoppers, and bins. Entry into confined spaces without proper precautions could result in injury, impairment, or death due to:

- an atmosphere that is flammable or explosive
- lack of sufficient oxygen to support life
- contact with or inhalation of toxic materials
- general safety or work area hazards such as steam or high pressure materials

ASSIGNMENT OF RESPONSIBILITY

Employer

In administering this Confined Space Program, Maska Builders, LLC will:

Monitor the effectiveness of the program
Provide atmospheric testing and equipment as needed
Provide personal protective equipment as needed
Provide training to affected employees and supervisors
Provide technical assistance as needed
Preview and update the program on at least an annual basis or as needed

Program Manager

Production Management is responsible for managing the Confined Space Program, and shall:

Ensure that a list of confined spaces at all Maska Builders, LLC worksites is maintained
Ensure that canceled permits are reviewed for lessons learned
Ensure training of personnel is conducted and documented
Coordinate with outside responders
Ensure that equipment is in compliance with standards
Ensure that the Human Resource Manager in charge of confined space work shall:

Ensure requirements for entry have been completed before entry is authorized
Ensure confined space monitoring is performed by personnel qualified and trained in

confined space entry procedures

Ensure a list of monitoring equipment and personnel qualified to operate the equipment is maintained by the Safety and Occupational Health Office

Ensure that the rescue team has simulated a rescue in a confined space within the past twelve (12) months

Know the hazards that may be faced during entry, including the mode (how the contaminant gets into the body), signs or symptoms, and consequences of exposure

Fill out a permit

Determine the entry requirements

Require a permit review and signature from the authorized Entry Supervisor

Notify all involved employees of the permit requirements

Post the permit in a conspicuous location near the job

Renew the permit or have it reissued as needed (a new permit is required every shift)

Determine the number of Attendants required to perform the work

Ensure all Attendant(s) know how to communicate with the entrants and how to obtain assistance

Post any required barriers and signs

Remain alert to changing conditions that might affect the conditions of the permits (i.e., require additional atmospheric monitoring or changes in personal protective equipment)

Change and reissue the permit, or issue a new permit as necessary.

Ensure periodic atmospheric monitoring is done according to permit requirements

Ensure that personnel doing the work and all support personnel adhere to permit requirements

Ensure the permit is canceled when the work is done

Ensure the confined space is safely closed and all workers are cleared from the area

Entry Supervisors

Maintenance Supervisor(s), or designee, shall serve as the Entry Supervisor(s), and shall be qualified and authorized to approve confined space entry permits. The Entry Supervisor(s) shall be responsible for:

Determining if conditions are acceptable for entry

Authorizing entry and overseeing entry operations

Terminating entry procedures as required

Serving as an Attendant, as long as the person is trained and equipped appropriately for that role

Ensuring measures are in place to keep unauthorized personnel clear of the area

Checking the work at least twice a shift to verify and document permit requirements are being observed (more frequent checks shall be made if operations or conditions are anticipated that could affect permit requirements)

Ensuring that necessary information on chemical hazards is kept at the worksite for the employees or rescue team

Ensuring a rescue team is available and instructed in their rescue duties (i.e., an onsite team or a prearranged outside rescue service)

Ensuring the rescue team members have current certification in first aid and cardiopulmonary resuscitation (CPR)

Attendants

Maintenance Supervisor(s), or designee, shall function as an Attendant(s) and shall be stationed outside of the confined workspace. The Attendant(s) shall:

Be knowledgeable of, and be able to recognize potential confined space hazards
Maintain a sign-in/sign-out log with a count of all persons in the confined space, and ensure all entrants sign in and out
Monitor surrounding activities to ensure the safety of personnel
Maintain effective and continuous communication with personnel during confined space entry, work, and exit
Order personnel to evacuate the confined space if he/she:

Observes a condition which is not allowed on the entry permit
Notifies the entrants acting strangely, possibly as a result of exposure to hazardous substances
Notifies a situation outside the confined space which could endanger personnel
Notifies a hazard within the confined space that has not been previously recognized or taken into consideration
Must leave his/her work station
Must focus attention on the rescue of personnel in some other confined space that he/she is monitoring

Immediately summon the Rescue Team if crew rescue becomes necessary
Keep unauthorized persons out of the confined space, order them out, or notify authorized personnel of an unauthorized entry

Rescue Team

The Rescue Team members shall:

Complete a training drill using mannequins or personnel in a simulation of the confined space prior to the issuance of an entry permit for any confined space and at least annually thereafter
Respond immediately to rescue calls from the Attendant or any other person recognizing a need for rescue from the confined space
In addition to emergency response training, receive the same training as that required of the authorized entrants
Have current certification in first aid and CPR

Entrants/Affected Employees

Employees who are granted permission to enter a confined space shall:

Read and observe the entry permit requirements
Remain alert to the hazards that could be encountered while in the confined space
Properly use the personal protective equipment that is required by the permit
Immediately exit the confined space when:

They are ordered to do so by an authorized person
They notice or recognize signs or symptoms of exposure
A prohibited condition exists
The automatic alarm system sounds

Alert Attendant(s) when a prohibited condition exists and/or when warning signs or symptoms of exposure exist

TRAINING

Maska Builders Construction shall provide training so that all employees whose work is regulated by this Confined Space Program acquire the understanding, knowledge, and skills necessary for the safe performance of their duties in confined spaces.

Training Frequency

Free Ranger shall provide training to each affected employee:

Before the employee is first assigned duties within a confined space
Before there is a change in assigned duties
When there is a change in permit space operations that presents a hazard for which an employee has not been trained
When Maska Builders, LLC has reason to believe that there are deviations from the confined space entry procedures required in this program, or that there are inadequacies in the employee's knowledge or use of these procedures

The training shall establish employee proficiency in the duties required in this program, and shall introduce new or revised procedures, as necessary, for compliance with this program.

General Training

All employees who will enter confined spaces shall be trained in entry procedures. Personnel responsible for supervising, planning, entering, or participating in confined space entry and rescue shall be adequately trained in their functional duties prior to any confined space entry. Training shall include:

Explanation of the general hazards associated with confined spaces
Discussion of specific confined space hazards associated with the facility, location, or operation
Reason for, proper use, and limitations of personal protective equipment and other safety equipment required for entry into confined spaces
Explanation of permits and other procedural requirements for conducting a confined space entry
A clear understanding of what conditions would prohibit entry
Procedures for responding to emergencies
Duties and responsibilities of the confined space entry team
Description of how to recognize symptoms of overexposure to probable air contaminants in themselves and co-workers, and method(s) for alerting the Attendant(s)

Refresher training shall be conducted as needed to maintain employee competence in entry procedures and precautions.

Specific Training

Training for atmospheric monitoring personnel shall include proper use of monitoring instruments, including instruction on the following:

- Proper use of the equipment
- Calibration of equipment
- Sampling strategies and techniques
- Exposure limits (PELs, TLVs, LELs, UELs, etc.)

Training for Attendants shall include the following:

- Procedures for summoning rescue or other emergency services
- Proper utilization of equipment used for communicating with entry and emergency/rescue personnel

Training for Emergency Response Personnel shall include:

- Rescue plan and procedures developed for each type of confined space that is anticipated to be encountered
- Use of emergency rescue equipment
- First aid and CPR techniques
- Work location and confined space configuration to minimize response time

Verification of Training

Periodic assessment of the effectiveness of employee training shall be conducted by Human Resource Manager. Training sessions shall be repeated as often as necessary to maintain an acceptable level of personnel competence.

IDENTIFICATION OF HAZARDS AND EVALUATION OF CONFINED SPACES

Survey

Human Resource Manager shall ensure a survey of the worksite is conducted to identify confined spaces. This survey can be partially completed from initial and continuing site characterizations, as well as other available data (i.e., blueprints and job safety analyses). The purpose of the survey is to develop an inventory of those locations and/or equipment at Maska Builders, LLC that meet the definition of a confined space. This information shall be communicated to personnel, and appropriate confined space procedures shall be followed prior to entry. The initial surveys shall include air monitoring to determine the air quality in the confined spaces. The potential for the following situations shall be evaluated by Human Resource Manager:

Flammable or explosive potential
Oxygen deficiency
Presence of toxic and corrosive material

Hazard Reevaluation

The Human Resource Manager shall identify and reevaluate hazards based on possible changes in activities or other physical or environmental conditions that could adversely affect work. A master inventory of confined spaces shall be maintained. Any change in designation of a confined space will be routed to all affected personnel by Human Resource Manager.

Pre-Entry Hazard Assessment

A hazard assessment shall be completed by Maintenance Supervisor, or designee, prior to any entry into a confined space. The hazard assessment should identify:

The sequence of work to be performed in the confined space
The specific hazards known or anticipated
The control measures to be implemented to eliminate or reduce each of the hazards to an acceptable level

No entry shall be permitted until the hazard assessment has been reviewed and discussed by all persons engaged in the activity. Personnel who are to enter confined spaces shall be informed of known or potential hazards associated with said confined spaces.

Hazard Controls

Hazard controls shall be instituted to address changes in the work processes and/or working environment. Hazard controls must be able to either control the health hazards by eliminating the responsible agents, reduce health hazards below harmful levels, or prevent the contaminants from coming into contact with the workers.

The following order of precedence shall be followed in reducing confined space risks:

Engineering Controls

Engineering controls are those controls that eliminate or reduce the hazard through implementation of sound engineering practices.

Ventilation is one of the most common engineering controls used in confined spaces. When ventilation is used to remove atmospheric contaminants from a confined space, the space shall be ventilated until the atmosphere is within the acceptable ranges. Ventilation shall be maintained during the occupancy if there is a potential for the atmospheric conditions to move out of the acceptable range. When ventilation is not possible or feasible, alternate protective measures or methods to remove air contaminants and protect occupants shall be determined by Maintenance Supervisor, or designee, prior to authorizing entry.

When conditions necessitate and can accommodate continuous forced air ventilation, the following precautions shall be followed:

Employees shall not enter the space until the forced air ventilation has eliminated any hazardous atmosphere

Forced air ventilation shall be directed so as to ventilate the immediate areas where an employee is or will be present within the space

Continuous ventilation shall be maintained until all employees have left the space

Air supply or forced air ventilation shall originate from a clean source

Work Practice (Administrative) Controls

Work practice (administrative) controls are those controls which eliminate or reduce the hazard through changes in the work practices (i.e., rotating workers, reducing the amount of worker exposure, and housekeeping).

Personal Protective Equipment (PPE)

If the hazard cannot be eliminated or reduced to a safe level through engineering and/or work practice controls, PPE should be used. Maintenance Supervisor, or designee, shall determine the appropriate PPE needed by all personnel entering the confined space, including rescue teams. PPE that meets the specifications of applicable standards shall be selected in accordance with the requirements of the job to be performed.

ENTRY PERMITS

The Confined Space Entry Permit is the most essential tool for assuring safety during entry in confined spaces with known hazards, or with unknown or potentially hazardous atmospheres. The entry permit process guides the supervisor and workers through a systematic evaluation of the space to be entered. The permit should be used to establish appropriate conditions. Before each entry into a confined space, an entry permit will be completed by Maintenance Supervisor, or designee. The Maintenance Supervisor, or designee will then communicate the contents of the permit to all employees involved in the operation, and post the permit conspicuously near the work location. A standard entry permit shall be used for all entries.

Key Elements of Entry Permits

A standard entry permit shall contain the following items:

Space to be entered

Purpose of entry

Date and authorized duration of the entry permit

Name of authorized entrants within the permit space

Means of identifying authorized entrants inside the permit space (i.e., rosters or tracking systems)

Name(s) of personnel serving as Attendant(s) for the permit duration

Name of individual serving as Entry Supervisor, with a space for the signature or initials of

the Entry Supervisor who originally authorized the entry
Hazards of the permit space to be entered
Measures used to isolate the permit space and to eliminate or control permit space hazards before entry (i.e., lockout/tagout of equipment and procedures for purging, ventilating, and flushing permit spaces)
Acceptable entry conditions
Results of initial and periodic tests performed, accompanied by the names or initials of the testers and the date(s) when the tests were performed
Rescue and emergency services that can be summoned, and the means of contacting those services (i.e., equipment to use, phone numbers to call)
Communication procedures used by authorized entrants and Attendant(s) to maintain contact during the entry
Equipment to be provided for compliance with this Confined Space Program (i.e., PPE, testing, communications, alarm systems, and rescue)
Other information necessary for the circumstances of the particular confined space that will help ensure employee safety
Additional permits, such as for hot work, that have been issued to authorize work on the permit space

Permit Scope and Duration

A permit is only valid for one shift. For a permit to be renewed, the following conditions shall be met before each reentry into the confined space:

Atmospheric testing shall be conducted and the results should be within acceptable limits. If atmospheric test results are not within acceptable limits, precautions to protect entrants against the hazards should be addressed on the permit and should be in place
Maintenance Supervisor, or designee shall verify that all precautions and other measures called for on the permit are still in effect
Only operations or work originally approved on the permit shall be conducted in the confined space

A new permit shall be issued, or the original permit will be reissued if possible, whenever changing work conditions or work activities introduce new hazards into the confined space. Maintenance Supervisor, or designee shall retain each canceled entry permit for at least one (1) year to facilitate the review of the Confined Space Entry Program. Any problems encountered during an entry operation shall be noted on the respective permit(s) so that appropriate revisions to the confined space permit program can be made.

ENTRY PROCEDURES

When entry into a confined space is necessary, either the Entry Supervisor or Maintenance Supervisor, or designee, may initiate entry procedures, including the completion of a confined space entry permit. Entry into a confined space shall follow the standard entry procedure below.

Prior to Entry

The entire confined space entry permit shall be completed before a standard entry. Entry shall be allowed only when all requirements of the permit are met and it is reviewed and signed by an Entry Supervisor. The following conditions must be met prior to standard entry:

Affected personnel shall be trained to establish proficiency in the duties that will be performed within the confined space

The internal atmosphere within the confined space shall be tested by Maintenance Supervisor, or designee, with a calibrated, direct-reading instrument

Personnel shall be provided with necessary PPE as determined by the Entry Supervisor
Atmospheric monitoring shall take place during the entry. If a hazardous atmosphere is detected during entry:

Personnel within the confined space shall be evacuated by the Attendant(s) or Entry Supervisor until the space can be evaluated by Maintenance Supervisor, or designee, to determine how the hazardous atmosphere developed

Controls shall be put in place to protect employees before reentry

Opening a Confined Space

Any conditions making it unsafe to remove an entrance cover shall be eliminated before the cover is removed. When entrance covers are removed, the opening shall be promptly guarded by a railing, temporary cover, or other temporary barrier that will prevent anyone from falling through the opening. This barrier or cover shall protect each employee working in the space from foreign objects entering the space. If it is in a traffic area, adequate barriers shall be erected.

Atmospheric Testing

Atmospheric test data is required prior to entry into a confined space. Atmospheric testing is required for two distinct purposes: (1) evaluation of the hazards of the permit space, and (2) verification that acceptable conditions exist for entry into that space. If a person must go into the space to obtain the needed data, then Standard Confined Space Entry Procedures shall be followed. Before entry into a confined space, Maintenance Supervisor, or designee, shall conduct testing for hazardous atmospheres. The internal atmosphere shall be tested with a calibrated, direct-reading instrument for oxygen, flammable gases and vapors, and potential toxic air contaminants, in that order.

Testing equipment used in specialty areas shall be listed or approved for use in such areas by Maintenance Supervisor, or designee. All testing equipment shall be approved by a nationally recognized laboratory, such as Underwriters Laboratories or Factory Mutual Systems:

Evaluation Testing

The atmosphere of a confined space should be analyzed using equipment of sufficient sensitivity and specificity. The analysis shall identify and evaluate any hazardous

atmospheres that may exist or arise, so that appropriate permit entry procedures can be developed and acceptable entry conditions stipulated for that space. Evaluation and interpretation of these data and development of the entry procedure should involve a technically qualified professional (i.e., consultant, certified industrial hygienist, registered safety engineer, or certified safety professional).

Verification Testing

A confined space that may contain a hazardous atmosphere shall be tested for residues of all identified or suspected contaminants. The evaluation testing should be conducted with specified equipment to determine that residual concentrations at the time of testing and entry are within acceptable limits. Results of testing shall be recorded by the person performing the tests on the permit. The atmosphere shall be periodically retested (frequency to be determined by Maintenance Supervisor, or designee, to verify that atmospheric conditions remain within acceptable entry parameters).

Acceptable Limits

The atmosphere of the confined spaces shall be considered to be within acceptable limits when the following conditions are maintained:

Oxygen: 19.5 percent to 23.5 percent

Flammability: less than 10 percent of the Lower Flammable Limit (LFL)

Toxicity: less than recognized American Conference of Governmental Industrial Hygienists (ACGIH) exposure limits or other published exposure levels [i.e., OSHA Permissible Exposure Limits (PELs) or National Institute of Occupational Safety and Health (NIOSH) Recommended Exposure Limits (RELs)]

Isolation and Lockout/Tagout Safeguards

All energy sources that are potentially hazardous to confined space entrants shall be secured, relieved, disconnected, and/or restrained before personnel are permitted to enter the confined space. Equipment systems or processes shall be locked out and/or tagged out as required by the Free Ranger Lockout/Tagout Program [which complies with OSHA's 29 CFR 1910-147 and American National Standards Institute (ANSI) Z244.1-1982, Lockout/Tagout of Energy Sources] prior to permitting entry into the confined space. In confined spaces where complete isolation is not possible, Maintenance Supervisor, or designee, shall evaluate the situation and make provisions for as rigorous an isolation as practical. Special precautions shall be taken when entering double-walled, jacketed, or internally insulated confined spaces that may discharge hazardous material through the vessel's internal wall.

Where there is a need to test, position, or activate equipment by temporarily removing the lock or tag or both, a procedure shall be developed and implemented to control hazards to the occupants. Any removal of locks, tags, or other protective measures shall be done in accordance with the Maska Builders, LLC Lockout/Tagout Program.

Ingress/Egress Safeguards

Means for safe entry and exit shall be provided for confined spaces. Each entry and exit points shall be evaluated by Maintenance Supervisor, or designee, to determine the most effective methods and equipment that will enable employees to safely enter and exit the confined space.

Appropriate retrieval equipment or methods shall be used whenever a person enters a confined space. Use of retrieval equipment may be waived by the Maintenance Supervisor, or designee, if use of the equipment increases the overall risks of entry or does not contribute to the rescue. A mechanical device shall be available to retrieve personnel from vertical confined spaces greater than five (5) feet in depth.

Warning Signs and Symbols

All confined spaces that could be inadvertently entered shall have signs identifying them as confined spaces. Signs shall be maintained in a legible condition. The signs shall contain a warning that a permit is required before entry. Accesses to all confined spaces shall be prominently marked.

EMERGENCY RESPONSE

Emergency Response Plan

Human Resource Manager shall maintain a written plan of action that has provisions for conducting a timely rescue of individuals within a confined space, should an emergency arise. The written plan shall be kept onsite where the confined space work is being conducted. All affected personnel shall be trained on the Emergency Response Plan.

Retrieval Systems and Methods of Non-Entry Rescue

Retrieval systems shall be available and ready when an authorized person enters a permit space, unless such equipment increases the overall risk of entry, or the equipment would not contribute to the rescue of the entrant. Retrieval systems shall have a chest or full-body harness and a retrieval line attached at the center of the back near shoulder level or above the head. If harnesses are not feasible, or would create a greater hazard, wristlets may be used in lieu of the harness. The retrieval line shall be firmly fastened outside the space so that rescue can begin as soon as anyone is aware that retrieval is necessary. A mechanical device shall be available to retrieve personnel from vertical confined spaces more than five (5) feet deep.

Sample Process Duty Roster

<i>Process: Tank Steam/Wash Rack</i>	
Entry Supervisor	Entrants
<p>Upon receipt of a tank for cleaning, do a visible check for product. If product is visible in the tank, then the tank will be refused.</p> <p>Complete and attach certification and danger tag to tank.</p> <p>Provide confined space entry permit for the tank.</p> <p>Verify that entrants have proper training and knowledge of known hazards, including the mode of exposure (how it gets into the body), signs or symptoms, and results of exposure.</p>	<p>Purge tanks with cold water prior to steam cleaning.</p> <p>Obtain the confined space entry permit and authorized signature.</p> <p>Complete a safe entry checklist prior to entering the confined space.</p> <p>Fill out and attach the caution tag after tank is purged and cleaned.</p> <p>Know space hazards, including information on the mode of exposure (how it gets into the body), signs or symptoms, and results of exposure.</p> <p>Use the correct personal protective equipment (PPE) properly.</p> <p>Maintain communication with standby person to enable them to monitor entrant's actions and alert the entrant to evacuate if necessary.</p> <p>Exit from permit space as soon as possible: when ordered to by authorized persons; when entrant notices or recognizes the signs or symptoms of exposure; when a prohibited condition exists; and/or when the automatic alarm system sounds.</p> <p>Alert the standby person when a prohibited condition exists and/or when warning signs or symptoms of exposure exist.</p>
<i>Process: Tank Maintenance</i>	
Entry Supervisor	Entrants
<p>Upon receipt of a tank for maintenance, do a</p>	<p>Prior to moving any tank into the maintenance</p>

<p>visible check for product. If product is visible in the tank, then the tank will be refused.</p> <p>Complete and attach certification and danger tag to tank.</p> <p>Provide confined space entry permit for the tank.</p> <p>Verify that entrants have proper training and knowledge of known hazards, including the mode of exposure (how it gets into the body), signs or symptoms, and the results of exposure.</p>	<p>bay, ensure tank has been cleaned and/or purged per attached caution tag, test atmosphere, and record results on hot tag. (Tank will not be moved into bay until the atmosphere has been tested and is determined to be within acceptable limits.)</p> <p>In bay, if work will require confined space entry, obtain confined space entry permit from the Service Writer.</p> <p>Obtain the confined space entry permit and the authorized signatures.</p> <p>Complete the safe entry checklist prior to confined space entry.</p> <p>Know space hazards, including information on the mode of exposure (how it gets into the body), signs or symptoms, and results of exposure.</p> <p>Use the correct personal protective equipment (PPE) properly.</p> <p>Maintain communication with standby person to enable them to monitor the entrant's actions and alert the entrant to evacuate if necessary.</p> <p>Exit from permit space as soon as possible: when ordered to by authorized persons; when entrant notices or recognizes signs or symptoms of exposure; when a prohibited condition exists; and/or when the automatic alarm system sounds.</p> <p>Alert the standby person when a prohibited condition exists and/or when warning signs or symptoms of exposure exist.</p>
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MASKA BUILDERS, LLC CONTROL OF HAZARDOUS ENERGY LOCKOUT / TAGOUT PROGRAM

29 CFR 1910.147

06-27-2016

Reviewed by: Kirk Duggins, Northeast Technology Center

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PURPOSE

This Lockout/Tagout program meets the requirements of OSHA Standard 1910.147, the Control of Hazardous Energy, and 1910.133 Electrical Safety-Related Work Practices. Control of Hazardous Energy Program will be used whenever any employee must remove any machine guard, safety device, or place any part of their body into a Point of Operation. The Lockout/Tagout program goal is to protect employees from injury. Injury can occur from an unexpected energization or startup of machines, equipment, or the release of stored energy during servicing and/or maintenance. Whenever servicing machines or equipment, all energy sources must be brought to a **ZERO STATE**.

NOTE:

Only Trained Authorized Employees will be permitted to perform a Lockout/Tagout.

HAZARDOUS ENERGY SOURCES EXAMPLES

Electrical	Spring
Pneumatic	Mechanical/Kinetic
Gravity	Hydraulic
Liquids	Chemical Gases
Thermal	(Compressed or Flammable)

Exceptions

The machine or equipment's cord and plug connect and the unplugged cord cap is under the **exclusive** control of the employee along with minor tool changes, adjustments, and other minor servicing activities which take place during normal production operations. These activities must be routine, repetitive, and integral to the use of the equipment for production, provided the work is performed using alternative measures which provide effective protection.

NOTE:

The machine or equipment must be shut off (production stopped) for minor tool changes, adjustments, minor servicing activities, or if the employee must place any part of their body into a point of operation. The machine or equipment must be de-energized and locked out and/or tagged out

David Kerns and Pete Edwards will be responsible for periodic monitoring of the program compliance. Employees deviating from this policy will be subject to corrective action up to and including termination.

LOCKOUT/TAGOUT PROCEDURES

Lockout/tagout procedures are designed to ensure employees are not put at risk by the unexpected start-up of machinery or equipment. When servicing, performing maintenance, or removing a machine guard or safety device employees are required to bring all

hazardous energy sources to the **ZERO STATE**. The application of lockout and tagout devices on all energy-isolating devices is required. The following guidelines and definitions will help accomplish this goal.

Tagout Device

A prominent warning device, such as a tag and a means of attachment will withstand a 50 pound pull and the effects of the environment, which can be securely fastened to an energy-isolating device in accordance with the established program to indicate the energy-isolating device and the equipment being controlled cannot be operated.

Lockout Device

A device that utilizes a positive means such as a keyed-lock to hold an energy-isolating device in a safe position and prevent the energizing of a machine or equipment, included are blank flanges and bolted slip blinds.

Energy-Isolating Device

A mechanical device that physically prevents the transmission or release of energy, including but not limited to the following: A manually operated electrical circuit breaker, a disconnect switch, a manually operated switch in which the conductors of a circuit can be disconnected from all ungrounded supply conductors and, in addition, no pole can be operated independently, a line valve, a block, and any similar device used to block or isolate energy.

NOTE:

Push buttons, selector switches, emergency stop switches, and other control circuit type devices are not energy isolating devices.

All machinery or equipment will be evaluated for lockout compliance using the Form A checklist. If all questions can be answered *YES*, the machinery or equipment evaluation is complete, Form A is to be located in a conspicuous place on the machinery. If anything beyond operator maintenance is being performed, maintenance personnel must complete the Form A checklist and a Lockout / Tagout tag.

When evaluating the machinery or equipment with Form A, if any of the questions are answered with a *NO*, the machinery or equipment must be re-evaluated using Form B. At this point, the Form A for the machinery or equipment can be discarded

Form B is a guideline and contains all the proper steps needed to perform the proper lockout of the machinery or equipment.

No locks or tags will be bypassed while performing a lockout/tagout procedure and convenience short cuts will not be allowed.

Outside Commercial Services

Contractors and their subcontractors will be required to follow Maska Builders Lockout/Tagout Program. Outside contractors will be escorted by a company representative at all times. The company representative will follow all lockout/tagout procedures while

contractor is servicing equipment.

Internal Maintenance Service

When a padlock is applied to any energy-isolating device, a “lockout tag” must be applied to that energy-isolating device also. The lockout tag must be completed with all the appropriate information

When a servicing task is performed by a team or group of employees, each member, who is directly exposed to the hazards of the servicing operation, will affix his/her personal lock to all energy-isolating devices used and are responsible for removing their lock when the work is completed.

Lockout padlocks will be similar in size and shape except for the shank length and will be color-coded for the purpose of identifying the classification of the employee that attached the lock.

NOTE:

Lockout padlocks will be used for machine and equipment lockout only.

Employees must remove their padlock from all energy-isolating devices before they leave the facility. If the Lockout must continue past shift end time, a Management lock will be applied to all energy isolating devices. (alternate if management locks not used) If the Lockout must continue past shift end time, the employee’s supervisor must be informed.

Management will issue single key padlocks to all trained authorized employees. If an employee leaves the facility and does not remove their padlock from an energy-isolating device, the Authorized Person will follow these steps before removing padlock:

All attempts will be made to assure the employee has vacated the facility.

All reasonable attempts will be made to contact the employee.

The employee will be informed as to the removal of their lock before the employee begins their next schedule shift.

NOTE:

Before a padlock is removed by an employee other than the employee that attached the padlock approval must be granted by the Responsible Person.

All attempts possible must be made to attach a padlock to all energy isolating devices. In the event a padlock cannot be attached, a lockout tag will be attached to the energy-isolating device and the tag will carry the same authority as a padlock.

TRAINING REQUIREMENTS

All employees, depending on job scope, will be trained to the affected employee or other employee level. Employees required to perform lockout/tagout will be trained to the authorized employee level.

Training and Review

Each **authorized employee** will receive training in the recognition of applicable hazardous energy sources, the magnitude of the energy available in the workplace, and the methods and means necessary to bring **all** energy to a **ZERO STATE**. Each **affected employee** will be instructed in the purpose and use of the energy control program. All **other employees** whose work operations are or may be in an area where the lockout program may be utilized will be instructed about the procedure and about the prohibition relating to attempts to restart or re-energize machines or equipment which are locked out or tagged out.

Retraining shall be provided for all authorized and affected employees whenever there is a change in their job assignments, a change in machines or equipment, processes that present a new hazard, or when there is a change in the energy control program.

Lockout/Tagout Program Annual Review

Maska Builders will conduct a periodic inspection of this energy control procedure at least annually to ensure that the procedure and the requirements of the standard are being followed. The inspection will be completed by an Authorized Employee who does not perform lockout/tagout on the specific equipment and machines being inspected. When the annual audit of the energy control program shows a marked deficiency in the understanding of the program, **all employees** will be retrained. The Authorized Employee will certify that the periodic inspections have been performed. The certification will identify the machine or equipment on which the energy control procedure was being utilized, the date of the inspection, the employees included in the inspection, and the person performing the inspection.

PROGRAM DEFINITIONS

Authorized Employees

An employee who locks out or tags out machines or equipment in order to perform servicing or maintenance on that machine or equipment. Authorized employees will be trained to the competent level of the lockout/tagout program and must be able to recognize **all** hazardous energy available, the magnitude of the energy available, and the method and means to bring that hazardous energy to a **ZERO STATE**.

Affected Employees

An employee whose job requires him/her to operate or use machines, equipment, and processes on which servicing or maintenance is being performed under lockout or tagout, or whose job requires him/her to work in an area in which such servicing or maintenance is being performed. Affected employees **are not permitted** to perform lockout/tagout procedures or work in the immediate area where a lockout/tagout programs are in effect. Affected employees will be trained to recognize when the lockout/tagout program must be used and how to identify when the lockout/tagout program is in effect.

Other Employees

Employees that may be using a designated pedestrian walkway through an area where a Lockout/Tagout is in effect. Other employees **are not permitted** to perform lockout/tagout procedures or work in an area where the lockout/tagout program is in effect.

Point of Operation

The area of a machine where material is positioned and work is being performed, for example, the location where an employee's body part may be crushed, cut, pinched, or severed.

FORM A LOCKOUT/TAGOUT FOR SINGLE ENERGY SOURCE

OSHA 1910.333, 1910.333(b)(2), 1910.147(c)(4)(i) Energy Control Procedure states: Procedures shall be developed, documented and utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this section.

NOTE:

Exception, the employer does not need to document the required procedure for a particular machine or equipment, when a "Yes" answer can be given for all of the following elements.

- | | Yes / No |
|--|-----------|
| 1. The machine or equipment has no potential for stored or residual energy or re-accumulation of stored energy after shut down which could endanger employees. | ____/____ |
| 2. The machine or equipment has a single energy source which can be readily identified and isolated. | ____/____ |
| 3. The isolation and locking out of the energy source will completely de-energize and deactivate the machine or equipment. | ____/____ |
| 4. The machine or equipment is isolated from the energy source and locked out during servicing or maintenance. | ____/____ |
| 5. A single lockout device will achieve a lock-out condition. | ____/____ |
| 6. The lockout device is under the exclusive control of the authorized employee performing the servicing or maintenance. | ____/____ |
| 7. The servicing or maintenance does not create hazards for other employees. | ____/____ |
| 8. The employer, in utilizing this exception, has had no incidents involving the unexpected activation or re-energization of the machine or equipment during servicing or maintenance. | ____/____ |

Person(s) completing this analysis:

Date_____

FORM B LOCKOUT/TAGOUT FOR MULTIPLE ENERGY SOURCE

DATE: _____ CONDUCTED BY _____

In order to determine all energy sources for each piece of equipment, all questions must be answered. If the question does not apply, write N/A in the blank. Circle "yes" or "no" or fill in the blank.

Location: _____ Work Center: _____

Line: _____ Equipment No. _____

Equipment Name: _____

Model: _____

Specific Procedure No. Assigned: _____ Serial No.: _____

List of authorized employees:

- 1.
- 2.
- 3.
- 4.

TRAINING NOTE: An authorized employee is a person who locks out or tags out machines or equipment in order to perform servicing or maintenance on that machine or equipment. An affected employee becomes an authorized employee when that employee's duties include performing servicing or maintenance covered under this section.

List of affected employees:

TRAINING NOTE: An employee whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under lockout or tagout, or whose job requires him/her to work in an area in which such servicing or maintenance is being performed.

List of other employees:

TRAINING NOTE: Where tagout systems are used, all other employees whose work operations are or may be in an area where energy control procedures may be utilized, shall be instructed about the procedure, and about the prohibition relating to attempts to restart or reenergize machines or equipment which are locked out, blocked out, or tagged out.

Does this equipment have?

Electric power (including battery)?

Yes No

If yes, Motor Control Center (MCC) or power panel and breaker number _____

Does it have a lockout device?

Yes No

Battery location: _____ Battery disconnect location: _____

Mechanical power?

Yes No

Mark each type of energy source that applies:

Engine driven?

Yes No

If yes, switch or key location: _____

Is lockout device installed?

Yes No

If no, method of preventing operation: _____

Spring loaded?

Yes No

If yes, is there a method of preventing spring activation? Yes No

If no, how can spring tension be safely released or secured: _____

Counter weight(s)?

Yes No

If yes, does it have a method of preventing movement? Yes No

If yes, can it be locked? Yes No

If no, how can it be secured? _____

Flywheel?

Yes No

If yes, does it have a method of preventing movement? Yes No

If yes, can it be locked? Yes No

If no, how can it be secured? _____

Hydraulic power?

Yes No

If yes, location of main control/shut off valve _____

Can control/shut off valve be locked in "off" position? Yes No

If no, location of closest manual shutoff valve _____

Does manual shutoff valve have lockout device? Yes No

If no, what is needed to lock valve closed? _____

Is there a bleed or drain valve to reduce pressure to zero? Yes No

If no, what will be required to bleed off pressure? _____

Pneumatic energy?

Yes No

If yes, location of main control/shut off valve _____

Can control/shut off valve be locked in "off" position? Yes No

If no, location of closest manual shutoff valve _____

Does manual shutoff valve have lockout device? Yes No

If no, what is needed to lock valve closed? _____

Is there a bleed or drain valve to reduce pressure to zero? Yes No

If no, what will be required to bleed off pressure? _____

Chemical system?

Yes No

If yes, location of main control/shutoff valve _____

Can control/shutoff valve be locked in off/closed position? Yes No

If no, location of closest manual shutoff valve _____

Does manual shutoff valve have lockout device? Yes No

If no, what is needed to lock valve closed? _____

Is there a bleed or drain valve to safely reduce system pressure and drain system of chemicals? Yes No

If no, how can system be drained and neutralized? _____

What personal protective clothing or equipment is needed for this equipment? _____

Thermal energy? Yes No

If yes, location of main control/shutoff valve _____

Can control/shutoff valve be locked in "off" or closed position? Yes No

If no, location of closest manual shutoff valve _____

Does manual shutoff valve have lockout device? Yes No

If no, what is needed to lock valve closed? _____

Is there a bleed or drain valve to safely reduce system pressure and temperature and drain system? Yes No

If no, how can system pressure and temperature be reduced and drained?

What personal protective clothing or equipment is needed for this equipment?

Special precautions not noted above (i.e., fire hazards, chemical reactions, required cool down periods etc.):

Recommendations or Comments:

Completed by: _____ Reviewed by: _____

Approved by: _____

Attachment D

(Preliminary Schedule)