

# AIA<sup>®</sup> Document A401<sup>™</sup> – 2007

## Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the Third day of March in the year Two Thousand Nine  
(In words, indicate day, month and year)

BETWEEN the Contractor:  
(Name, address and other information)

Henry Carlson Company  
1205 W. Russell Street  
Sioux Falls, SD 57104  
Telephone Number: 605-336-2410  
Fax Number: 605-332-1314

and the Subcontractor:  
(Name, address and other information)

(Paragraph deleted)

### MASTER SUBCONTRACT AGREEMENT

with the Owner:  
(Name, address and other information)

To be identified in project-specific Work Order Subcontracts

for the following Project:  
(Name, location and detailed description)

To be identified in project-specific Work Order Subcontracts

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, shall be made available to the Subcontractor with each Work Order Subcontract.

The Architect for the Project:  
(Name, address and other information)

To be identified in project-specific Work Order Subcontracts

The Contractor and the Subcontractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference.

This document has been approved and endorsed by the Associated Specialty Contractors, Inc.

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**ARTICLE 1 THE SUBCONTRACT DOCUMENTS**

This Standard Form of Agreement Between Contractor and Subcontractor, AIA Document A401-2007, Master Subcontract Agreement, as modified (this "Agreement"), is a master subcontract agreement under which the Contractor and the Subcontractor identified on the first page of this Agreement agree that the Contractor may, from time to time, direct the Subcontractor to perform specified construction services pursuant to Work Order Subcontracts issued by the Contractor, as provided in Section 1.5 of this Agreement. The Contractor and the Subcontractor acknowledge that (1) the Contractor intends to use this Agreement to retain the Subcontractor to perform a portion of the Work the Contractor will be obligated to perform under separate construction agreements between the Contractor and various Owners of various Projects (each separate construction agreement is a "Prime Contract"); (2) the Prime Contracts may be general construction agreements, construction management agreements, design-build agreements, subcontracts, or other forms of agreement, and shall be referred to as "Prime Contract" in this Agreement regardless of the title of the document; and (3) the Prime Contracts may refer to Henry Carlson Company as "Contractor," "General Contractor," "Construction Manager," "Design-Builder," "Subcontractor," or other identifier, which identifier shall have the same meaning as "Contractor" has under this Agreement.

§ 1.1 With respect to each Work Order Subcontract, the Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement, including Work Order Subcontracts. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the

parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

§ 1.2 Except to the extent of an express modification or a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the General Conditions incorporated in the Prime Contract.

§ 1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.4 The Contractor shall make available the Subcontract Documents to the Subcontractor prior to execution of this Agreement, and thereafter, upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

§ 1.5 The Contractor may from time to time after the date of this Agreement direct the Subcontractor to submit a proposal to the Contractor to enter into a Work Order Subcontract with the Contractor for the performance of construction services, which may include providing labor, materials, supplies and equipment for a portion of a particular project (the "Work" or the "Subcontractor's Work," as further defined in each Work Order Subcontract), pursuant to a Prime Contract between the Contractor and an Owner identified in the request for proposal. The Contractor and Subcontractor shall negotiate in good faith and, upon reaching an agreement for the scope of Work to be performed by the Subcontractor, the compensation to be paid by the Contractor, and other special or supplemental terms and conditions, if any, applicable to the Work of the specific project, the Contractor and the Subcontractor shall prepare and sign a Work Order Subcontract, in the form attached hereto as Exhibit A, which shall incorporate such specific terms and conditions.

§ 1.6 Subcontractor shall perform the Work required under each Work Order Subcontract in accordance with this Master Subcontract Agreement, which shall be deemed incorporated in its entirety in each Work Order Subcontract.

§ 1.7 The term "this Agreement" refers to this Master Subcontract, which shall be incorporated in and shall apply to all Work Order Subcontracts. The terms "Prime Contract," "the Subcontract," "this Subcontract," "Subcontract Documents," "Subcontract Sum," "Subcontract Time," and "Subcontractor's Work" refer to the separate Prime Contract, Subcontract, Subcontract Documents, Subcontract Sum, Subcontract Time, and Subcontractor's Work applicable to each Work Order Subcontract.

## ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

## ARTICLE 3 CONTRACTOR

### § 3.1 SERVICES PROVIDED BY THE CONTRACTOR

§ 3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Section 4.1 and Article 5. Promptly after execution of a Work Order Subcontract, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor.

§ 3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

### § 3.2 COMMUNICATIONS

§ 3.2.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.2.3 The Subcontractor shall direct all communications concerning the Project to the Contractor, including requests for clarification of the Subcontract Documents, except to the extent authorized by the Contractor or necessary in an emergency.

§ 3.2.4 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 Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall, prior to harmful exposure of the Subcontractor's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.2.5 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights, including a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein, to the extent the Owner has provided such information to the Contractor.

§ 3.2.6 If the Contractor asserts or defends a claim against the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the claim that relates to the Work of the Subcontractor.

### § 3.3 CLAIMS BY THE CONTRACTOR

§ 3.3.1 Liquidated damages for delay, if provided for in Section 9.3 of this Agreement or in the Prime Contract or the Work Order Subcontract, shall be assessed against the Subcontractor to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.3.2 The Contractor's claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seventy two (72) hours written notice prior to the Contractor's providing services or materials, except in an emergency or when shorter notice is required to avoid unreasonable delay in the Project Schedule; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

### § 3.4 CONTRACTOR'S REMEDIES

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within three working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, and without



prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

#### **ARTICLE 4 SUBCONTRACTOR**

##### **§ 4.1 EXECUTION AND PROGRESS OF THE WORK**

§ 4.1.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract 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 that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.1.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.1.3 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.1.5 The Subcontractor agrees that the Contractor has the authority to reject Work of the Subcontractor that does not conform to the Prime Contract and the Owner and the Architect may separately each have the authority to reject nonconforming Work to the extent provided in the Prime Contract. The Contractor shall not have the obligation to exercise that authority for the benefit of the Subcontractor.

§ 4.1.6 The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.1.7 The Subcontractor shall take necessary precautions to protect properly the work of Contractor, Owner's separate contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and separate contractors whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.1.9 Subcontractor represents it has examined, read and understood the Contract Documents as they relate to Subcontractor's Work. Subcontractor is bound by the Contract Documents to the same extent Contractor is bound to Owner under the Contract Documents. The Contract Documents shall be read as a whole, but if there is a conflict, this Subcontract shall control. Subcontractor has verified the conditions under which Subcontractor's Work is to be performed and accepts full responsibility therefor.

§ 4.1.10 If any part of the Subcontractor's Work depends for proper execution or results upon the work of the Contractor, any other subcontractor or any other separate contractor on the Project, the Subcontractor shall inspect and promptly report to the Contractor any apparent discrepancies or defects in such work that renders it unsuitable for such proper execution and results. Failure of the Subcontractor so to inspect and report shall constitute an acceptance of the work of the Contractor, other subcontractors or other separate contractors as fit and proper to receive the Subcontractor's work.

§ 4.1.11 Subcontractor shall store materials and equipment at the Project site only in designated areas designated by Contractor. Subcontractor shall retain all risk of loss or damage of all materials stored at the Project site, shall be

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liable for any loss or damage to any work in place or to any equipment and materials on the Project site resulting from Subcontractor's Work, and waives all rights it might have against Contractor for loss or damage to Subcontractor's Work, property or materials.

§ 4.1.12 Subcontractor shall promptly pay for all labor, services, materials, and sales, consumer, use and other similar taxes in connection with Subcontractor's Work and ensure that the Project remains free and clear of all claims, encumbrances and liens relating thereto; and if Subcontractor fails to do so Contractor may, at its option and without notice to Subcontractor, pay any such unpaid amounts and charge the cost to Subcontractor.

§ 4.1.13 To the extent that Subcontractor's Work includes design work, Subcontractor represents and warrants that Subcontractor has employed or engaged competent professional designers, and all design work (i) shall comply with all applicable laws, regulations, rules and regulations, and any administrative interpretation thereof, (ii) shall be complete and accurate in all respects, (iii) shall be fit for its intended purpose, (iv) shall be delivered promptly to Contractor so as to avoid any delay in the Project. Subcontractor shall be responsible for stamping or otherwise certifying all such design work as may be required by the governmental agency issuing permits with respect to the designed work. Approval by Contractor or Owner of any design work shall not relieve Subcontractor of responsibility therefor.

#### § 4.2 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 4.2.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.2.2 The Subcontractor shall comply with Federal, state and local laws, including without limitation, tax laws, licensing laws, immigration laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

#### § 4.3 SAFETY PRECAUTIONS AND PROCEDURES

§ 4.3.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the Contractor within three days an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.3.2 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, give 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.

§ 4.3.3 If the Subcontractor encounters conditions that the Subcontractor believes may result in bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been dealt with in accordance with applicable law, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.3.4 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Owners, consultants, Subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from 1) a material or substance brought to the site and negligently handled by the Subcontractor or 2) where the Subcontractor

fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

*(Paragraph deleted)*

#### **§ 4.4 CLEANING UP**

§ 4.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.4.2 As provided under Section 3.3.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

#### **§ 4.5 WARRANTY**

The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### **§ 4.6 INDEMNIFICATION**

§ 4.6.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.6.

§ 4.6.2 In claims against any person or entity indemnified under this Section 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **§ 4.7 REMEDIES FOR NONPAYMENT/RISK OF NONPAYMENT**

§ 4.7.1 If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within the later of seven days from the time payment should be made as provided in this Agreement or the date the Contractor actually receives payment from the Owner, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received.

**§ 4.7.2 NOTWITHSTANDING ANYTHING IN THE SUBCONTRACT TO THE CONTRARY, SUBCONTRACTOR AGREES THAT ALL PROGRESS PAYMENTS AND FINAL PAYMENT TO SUBCONTRACTOR ARE CONTINGENT UPON AND SUBJECT TO OWNER'S ACCEPTANCE OF SUBCONTRACTOR'S WORK AND CONTRACTOR'S RECEIPT OF PAYMENT FROM OWNER FOR SUBCONTRACTOR'S WORK AND CONTRACTOR'S WORK, AND PAYMENT BY OWNER SHALL BE AN EXPRESS CONDITION PRECEDENT OF ANY OBLIGATION OF CONTRACTOR TO MAKE ANY PAYMENT TO SUBCONTRACTOR. SUBCONTRACTOR EXPRESSLY AGREES THAT IT RETAINS THE RISK OF THE OWNER'S FAILURE TO PAY THE CONTRACTOR FOR SUBCONTRACTOR'S WORK FOR**

ANY REASON, INCLUDING OWNER'S INSOLVENCY OR INABILITY, AND SUCH RISK IS NOT TRANSFERRED TO CONTRACTOR UNDER THE SUBCONTRACT. SUBCONTRACTOR ACKNOWLEDGES THAT THE SUBCONTRACT SUM INCLUDES CONSIDERATION FOR THE SUBCONTRACTOR TO ASSUME THE RISK OF THE OWNER'S FAILURE TO PAY FOR SUBCONTRACTOR'S WORK.

#### **ARTICLE 5 CHANGES IN THE WORK**

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of a Work Order Subcontract, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract or any Work Order Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

§ 5.4 With respect to any claim by the Subcontractor for any increase in the Subcontract Sum or Subcontract Time to is not approved by the Contractor before the Subcontractor performs the Work that is the basis of the claim, the Subcontractor shall not be entitled to any increase unless the Owner approves a corresponding adjustment in the Contract Sum and Contract Time under the Prime Contract.

#### **ARTICLE 6 MEDIATION AND BINDING DISPUTE RESOLUTION**

##### **§ 6.1 MEDIATION**

§ 6.1.1 Any claim arising out of or related to this Subcontract, except those waived in this Subcontract and those subject to any other dispute resolution provisions under the Prime Contract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Work Order Subcontract. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

##### **§ 6.2 BINDING DISPUTE RESOLUTION**

For any claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:



(Check the appropriate box. If the Contractor and Subcontractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

### § 6.3 ARBITRATION

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Work Order Subcontract. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

§ 6.3.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.

§ 6.3.5 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.3.6 This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. 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.

### § 6.4 EXCEPTIONS

§ 6.4.1 Notwithstanding anything to the contrary in this Agreement, the Contractor shall have the right to join the Subcontractor in any action brought by the Contractor against any third party or by any third party against the Contractor in connection with any claim arising out of the Project in any venue having jurisdiction, if the Subcontractor is a necessary party to the resolution of any issue raised by such claim, or if such claim and claims the Contractor may have against the Subcontractor substantially involve common questions of law or fact. If a claim between the Contractor and the Subcontractor involves \$100,000 or more, the Contractor may in its discretion elect to arbitrate that claim in the manner provided above, or to litigate the claim in any forum with jurisdiction.

### § 6.5 CONTINUATION OF WORK AND PAYMENT



§ 6.5.1 Pending resolution of any dispute, the Subcontractor shall continue performance of the Work in accordance with the project schedule, and the Contractor shall pay undisputed amounts in accordance with this Agreement.

## **ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT**

### **§ 7.1 TERMINATION BY THE SUBCONTRACTOR**

With respect to each Work Order Subcontract, the Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit, provided the Subcontractor shall not be entitled to overhead or profits on Work not performed, or for business losses, demobilization costs, or consequential damages of any kind or damages for Work performed. Cause for termination by the Subcontractor with respect to any particular Work Order Subcontract shall not be grounds for termination by the Subcontractor under any other Work Order Subcontract. To the extent allowable under the law applicable to a Work Order, receipt of payment by the Contractor from the Owner of any amounts payable to the Subcontractor upon termination shall be a condition precedent to the right of the Subcontractor to receive payment from the Contractor.

### **§ 7.2 TERMINATION BY THE CONTRACTOR**

§ 7.2.1 If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by written notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 If the Owner terminates the Contract for the Owner's convenience, the Contractor shall promptly deliver written notice to the Subcontractor.

§ 7.2.3 Upon receipt of written notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.2.4 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, but only to the extent the Contractor receives payment from the Owner for such Work. In no event shall the Subcontractor be entitled to overhead or profit on the Work not executed.

### **§ 7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE**

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

If the Owner orders the suspension, the Subcontractor shall be entitled to an adjustment in the Subcontract Time and the Subcontract Sum only to the extent the Contractor receives an adjustment of Contract Time and Contract Sum under the Prime Contract.

#### § 7.4 ASSIGNMENT OF THE SUBCONTRACT

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to the Prime Contract, provided the Owner accepts the assignment.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

#### ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.  
(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted alternates.)

See Work Order Subcontract.

#### ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor's date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date determined pursuant to the Work Order Subcontract.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 9.3 The Work of this Subcontract shall be substantially completed in accordance with the Work Order Subcontract.

(Table deleted)

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

The subcontractor shall be responsible for its share of liquidated damages payable under the Prime Contract, if any, in proportion to Subcontractor's responsibility for the delay.

§ 9.4 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Section 5.3.

**ARTICLE 10 SUBCONTRACT SUM**

§ 10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum determined in accordance with each Work Order Subcontract, subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:

*(Insert the numbers or other identification of accepted alternates.)*

See Work Order Subcontract.

§ 10.3 Unit prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit
See Work Order Subcontract.		

§ 10.4 Allowances included in the Subcontract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
See Work Order Subcontract.	

**ARTICLE 11 PROGRESS PAYMENTS**

§ 11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

See Work Order Subcontract for exceptions, if any.

§ 11.3 Provided an application for payment is received by the Contractor not later than the twentieth (20th) day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Owner or the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner.

**RECEIPT OF PAYMENT FROM THE OWNER SHALL BE A CONDITION PRECEDENT TO THE OBLIGATION OF THE CONTRACTOR TO PAY THE SUBCONTRACTOR.**

§ 11.4 If the Subcontractor's application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment the Contractor is entitled to submit to the Owner or the Architect following the date the Contractor would have submitted Subcontractor's timely application for payment under Section 11.3.

§ 11.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. This

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schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

§ 11.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment. Subcontractor shall accompany each application for payment with: (i) a partial release executed by Subcontractor in a form acceptable to Contractor; (ii) evidence satisfactory to Contractor and Owner that all sub-subcontractors, suppliers, materialmen and laborers have been paid; and (iii) all other documentation required by the Subcontract and the Contract Documents or reasonably required by Contractor.

§ 11.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as set forth in the sections below.

§ 11.7.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less the greater of (1) that percentage of retainage indicated in the Work Order Subcontract or (2) the amount actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor. Pending final determination of cost to the Contractor of changes in the Work that have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

§ 11.7.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

§ 11.7.3 Subtract the aggregate of previous payments made by the Contractor; and

§ 11.7.4 Subtract amounts, if any, calculated under Section 11.7.1 or 11.7.2 that are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause that is the fault of the Subcontractor.

§ 11.8 Upon the partial or entire disapproval by the Contractor of the Subcontractor's application for payment, the Contractor shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

#### § 11.9 SUBSTANTIAL COMPLETION

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

#### ARTICLE 12 FINAL PAYMENT

§ 12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner.



(Paragraphs deleted)

RECEIPT OF FINAL PAYMENT FROM THE OWNER SHALL BE A CONDITION PRECEDENT TO THE OBLIGATION OF THE CONTRACTOR TO MAKE FINAL PAYMENT TO THE SUBCONTRACTOR.

§ 12.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final application for payment.

**ARTICLE 13 INSURANCE AND BONDS**

§ 13.1 The Subcontractor shall purchase and maintain insurance as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract, consisting of at least the types of coverage and the limits of liability set forth in Exhibit B and any additional types or higher limits required of Subcontractors in the Prime Contract.

(Table deleted)

§ 13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the later of (a) three years after final payment by the Owner to the Contractor or (b) such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

§ 13.4 Per terms as noted in exhibit B

§ 13.5 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

§ 13.6 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 13.7 Performance Bond and Payment Bond:  
(If the Subcontractor is to furnish bonds, insert the specific requirements here.)

Bond type	Bond amount (\$ 0.00)	Bond delivery date	Bond form
See Work Order Subcontract			

**§ 13.8 PROPERTY INSURANCE**

(Paragraphs deleted)



**§ 13.9 WAIVERS OF SUBROGATION**

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS**

§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor the Contractor's temporary electrical service for normal power and lighting. Other services, if any, will be provided pursuant to the Work Order Subcontract.

*(Table deleted)*

§ 14.2 Specific working conditions:

*(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)*

See Work Order Subcontract.

**ARTICLE 15 MISCELLANEOUS PROVISIONS**

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 15.2 Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at the Prime Rate as published in the Wall Street Journal as of the effective date of the Work Order Subcontract unless such late payment is due to late payment to the Contractor by the Owner, in which case interest shall be payable, if at all, at the rate payable and actually paid by the Owner under the Prime Contract.

*(Insert rate of interest agreed upon, if any.)*

§ 15.3 Retainage and any reduction thereto is as follows:

See Work Order Subcontract, provided retainage shall not be lower than the actual amount retained by the Owner under the Prime Contract for Subcontractor's Work

§ 15.4 The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7, except the Subcontractor's indemnity obligations shall include liquidated and consequential damages, if any, payable by the Contractor or any other indemnitee to the extent payable due to an act or omission of the Subcontractor.

§ 15.5 Each Work Order Subcontract shall be a separate contract between the Contractor and the Subcontractor for all purposes. Without limiting the generality of the foregoing, (1) Subcontractor's mechanics lien rights for each Work Order Subcontract shall be limited to the property that is the site of that Work Order Subcontract, (2) payments to Subcontractor for a specific Work Order Subcontract shall be applied to amounts owing to the Subcontractor and its employees, sub-subcontractors, and suppliers under that Work Order Subcontract, and shall not be applied to amounts owing to Subcontractor under any other Work Order Subcontract, and (3) grounds for suspension or termination of a Work Order Subcontract by the Subcontractor shall not be grounds for termination or suspension under any other Work Order Subcontract.

§ 15.6 Contractor shall not be liable to Subcontractor for damages due to delay to Subcontractor's Work for whatever reason. Subcontractor's only remedy shall be an extension of time, to the extent Owner has granted Contractor a similar extension. No other damages for delay are compensable. Contractor may order Subcontractor to accelerate

Subcontractor's Work if Contractor has a basis to believe that Subcontractor will not complete Subcontractor's Work or portion thereof on time.

§ 15.7 Should any clause in the Subcontract, or a particular application thereof, be held to be invalid or unenforceable, in whole or in part, by any court or arbitration panel, the remaining clauses or other applications herein shall continue in full force and effect.

§ 15.8 The Subcontract shall be governed by the law of the state in which the Project is located, provided, however, that if a different governing law is specified in the Contract Documents, such governing law shall apply.

§ 15.9 All notices required or permitted hereunder shall be made in writing and delivered to the address or transmitted to the telecopy number set forth on the front page of the Subcontract, or such other address or number as either party may designate by like notice. All notices shall be deemed given when delivered if in person or made by telecopy, and three (3) days after deposit in the U.S. mail, certified with postage prepaid.

§ 15.10 Waiver by Contractor of any breach hereof by Subcontractor shall not constitute waiver of any subsequent breach of the same or any other provision.

#### ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

§ 16.1.1 This executed AIA Document A401-2007, Standard Form of Agreement Between Contractor and Subcontractor.

§ 16.1.2 The Prime Contract identified in the Work Order Subcontract, consisting of the Agreement between the Owner and Contractor and the General Conditions and other Contract Documents enumerated in the Work Order Subcontract or in the Agreement between the Owner and the Contractor.

§ 16.1.3 Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of the Work Order Subcontract.

*(Table deleted)*

§ 16.1.4 Additional Documents, if any, forming part of the Subcontract Documents:

- .1 See Work Order Subcontract
- .2 Other documents:  
*(List here any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor's bid or proposal should be listed here only if intended to be made part of the Subcontract Documents.)*

Exhibit A – Work Order  
 Exhibit B – Insurance  
 Exhibit C – W9 Form  
 Exhibit D – Extra Work / Back Charge Form  
 Exhibit E – Pay Application  
 Exhibit F - Harmony  
 Exhibit G – Safety  
 Exhibit H – Sanford Exhibit  
 Exhibit I – Owner Contract Agreement Access

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**CONTRACTOR (Signature)**

Michael Bates, VP of Operations  
*(Printed name and title)*

\_\_\_\_\_  
**SUBCONTRACTOR (Signature)**

\_\_\_\_\_  
*(Printed name and title)*



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# Additions and Deletions Report for AIA<sup>®</sup> Document A401<sup>™</sup> – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:58:22 on 04/14/2009.

PAGE 1

AGREEMENT made as of the Third day of March in the year Two Thousand Nine

...

Henry Carlson Company  
1205 W. Russell Street  
Sioux Falls, SD 57104  
Telephone Number: 605-336-2410  
Fax Number: 605-332-1314

...

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: MASTER  
**SUBCONTRACT AGREEMENT**

...

To be identified in project-specific Work Order Subcontracts

...

To be identified in project-specific Work Order Subcontracts

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, ~~has been~~ shall be made available to the ~~Subcontractor~~ Subcontractor with each Work Order Subcontract.

...

To be identified in project-specific Work Order Subcontracts

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This Standard Form of Agreement Between Contractor and Subcontractor, AIA Document A401-2007, Master Subcontract Agreement, as modified (this "Agreement"), is a master subcontract agreement under which the Contractor and the Subcontractor identified on the first page of this Agreement agree that the Contractor may, from time to time, direct the Subcontractor to perform specified construction services pursuant to Work Order Subcontracts issued by the Contractor, as provided in Section 1.5 of this Agreement. The Contractor and the

Subcontractor acknowledge that (1) the Contractor intends to use this Agreement to retain the Subcontractor to perform a portion of the Work the Contractor will be obligated to perform under separate construction agreements between the Contractor and various Owners of various Projects (each separate construction agreement is a "Prime Contract"); (2) the Prime Contracts may be general construction agreements, construction management agreements, design-build agreements, subcontracts, or other forms of agreement, and shall be referred to as "Prime Contract" in this Agreement regardless of the title of the document; and (3) the Prime Contracts may refer to Henry Carlson Company as "Contractor," "General Contractor," "Construction Manager," "Design-Builder," "Subcontractor," or other identifier, which identifier shall have the same meaning as "Contractor" has under this Agreement.

§ 1.1 The With respect to each Work Order Subcontract, the Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. Agreement, including Work Order Subcontracts. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

§ 1.2 Except to the extent of an express modification or a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2007, General Conditions of the Contract for Construction, General Conditions incorporated in the Prime Contract.

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§ 1.5 The Contractor may from time to time after the date of this Agreement direct the Subcontractor to submit a proposal to the Contractor to enter into a Work Order Subcontract with the Contractor for the performance of construction services, which may include providing labor, materials, supplies and equipment for a portion of a particular project (the "Work" or the "Subcontractor's Work," as further defined in each Work Order Subcontract), pursuant to a Prime Contract between the Contractor and an Owner identified in the request for proposal. The Contractor and Subcontractor shall negotiate in good faith and, upon reaching an agreement for the scope of Work to be performed by the Subcontractor, the compensation to be paid by the Contractor, and other special or supplemental terms and conditions, if any, applicable to the Work of the specific project, the Contractor and the Subcontractor shall prepare and sign a Work Order Subcontract, in the form attached hereto as Exhibit A, which shall incorporate such specific terms and conditions.

§ 1.6 Subcontractor shall perform the Work required under each Work Order Subcontract in accordance with this Master Subcontract Agreement, which shall be deemed incorporated in its entirety in each Work Order Subcontract.

§ 1.7 The term "this Agreement" refers to this Master Subcontract, which shall be incorporated in and shall apply to all Work Order Subcontracts. The terms "Prime Contract," "the Subcontract," "this Subcontract," "Subcontract Documents," "Subcontract Sum," "Subcontract Time," and "Subcontractor's Work" refer to the separate Prime Contract, Subcontract, Subcontract Documents, Subcontract Sum, Subcontract Time, and Subcontractor's Work applicable to each Work Order Subcontract.

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201-2007 apply to this Agreement pursuant to Section 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect-Owner. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.



...

§ 3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Section 4.1 and Article 5. Promptly after execution of this Agreement, ~~a Work Order Subcontract~~, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

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§ 3.2.3 ~~The Contractor shall permit the Subcontractor to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor. Subcontractor shall direct all communications concerning the Project to the Contractor, including requests for clarification of the Subcontract Documents, except to the extent authorized by the Contractor or necessary in an emergency.~~

...

§ 3.2.5 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. ~~Such information shall include rights, including a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein; therein, to the extent the Owner has provided such information to the Contractor.~~

...

§ 3.3.1 Liquidated damages for delay, if provided for in Section 9.3 of this Agreement, ~~Agreement or in the Prime Contract or the Work Order Subcontract~~, shall be assessed against the Subcontractor ~~only~~ to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

...

1. ~~seven days' seventy two (72) hours~~ written notice prior to the Contractor's providing services or materials, except in an emergency, ~~emergency or when shorter notice is required to avoid unreasonable delay in the Project Schedule;~~ and

...

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within ~~five~~ three working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

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§ 4.1.5 The Subcontractor agrees that the Contractor ~~and the Architect each have~~ has the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. ~~The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.~~ Contract and the Owner and the Architect may separately each have the authority to reject nonconforming Work to the extent provided in the Prime Contract. The Contractor shall not have the obligation to exercise that authority for the benefit of the Subcontractor.

...

§ 4.1.7 The Subcontractor shall take necessary precautions to protect properly the work of Contractor, Owner's separate contractors, and other subcontractors from damage caused by operations under this Subcontract.

...

§ 4.1.9 Subcontractor represents it has examined, read and understood the Contract Documents as they relate to Subcontractor's Work. Subcontractor is bound by the Contract Documents to the same extent Contractor is bound to Owner under the Contract Documents. The Contract Documents shall be read as a whole, but if there is a conflict, this Subcontract shall control. Subcontractor has verified the conditions under which Subcontractor's Work is to be performed and accepts full responsibility therefor.

§ 4.1.10 If any part of the Subcontractor's Work depends for proper execution or results upon the work of the Contractor, any other subcontractor or any other separate contractor on the Project, the Subcontractor shall inspect and promptly report to the Contractor any apparent discrepancies or defects in such work that renders it unsuitable for such proper execution and results. Failure of the Subcontractor so to inspect and report shall constitute an acceptance of the work of the Contractor, other subcontractors or other separate contractors as fit and proper to receive the Subcontractor's work.

§ 4.1.11 Subcontractor shall store materials and equipment at the Project site only in designated areas designated by Contractor. Subcontractor shall retain all risk of loss or damage of all materials stored at the Project site, shall be liable for any loss or damage to any work in place or to any equipment and materials on the Project site resulting from Subcontractor's Work, and waives all rights it might have against Contractor for loss or damage to Subcontractor's Work, property or materials.

§ 4.1.12 Subcontractor shall promptly pay for all labor, services, materials, and sales, consumer, use and other similar taxes in connection with Subcontractor's Work and ensure that the Project remains free and clear of all claims, encumbrances and liens relating thereto; and if Subcontractor fails to do so Contractor may, at its option and without notice to Subcontractor, pay any such unpaid amounts and charge the cost to Subcontractor.

§ 4.1.13 To the extent that Subcontractor's Work includes design work, Subcontractor represents and warrants that Subcontractor has employed or engaged competent professional designers, and all design work (i) shall comply with all applicable laws, regulations, rules and regulations, and any administrative interpretation thereof, (ii) shall be complete and accurate in all respects, (iii) shall be fit for its intended purpose, (iv) shall be delivered promptly to Contractor so as to avoid any delay in the Project. Subcontractor shall be responsible for stamping or otherwise certifying all such design work as may be required by the governmental agency issuing permits with respect to the designed work. Approval by Contractor or Owner of any design work shall not relieve Subcontractor of responsibility therefor.

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§ 4.2.2 The Subcontractor shall comply with Federal, state and local laws, including without limitation, tax laws, licensing laws, immigration laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

...

§ 4.3.3 If reasonable precautions will be inadequate to prevent foreseeable the Subcontractor encounters conditions that the Subcontractor believes may result in bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, dealt with in accordance with applicable law, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

~~§ 4.3.4 To the fullest extent permitted by law, the Contractor-Subcontractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, Contractor, the Owners, consultants, Subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity- 1) a material or substance brought to the site and negligently handled by the Subcontractor or 2) where the Subcontractor fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.~~

~~§ 4.3.5 The Subcontractor shall indemnify the Contractor for the cost and expense the Contractor incurs 1) for remediation of a material or substance brought to the site and negligently handled by the Subcontractor or 2) where the Subcontractor fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.~~

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#### ~~§ 4.7 REMEDIES FOR NONPAYMENT~~

~~If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay and remobilization.~~ **REMEDIES FOR NONPAYMENT/RISK OF NONPAYMENT**

§ 4.7.1 If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within the later of seven days from the time payment should be made as provided in this Agreement or the date the Contractor actually receives payment from the Owner, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received.

§ 4.7.2 NOTWITHSTANDING ANYTHING IN THE SUBCONTRACT TO THE CONTRARY, SUBCONTRACTOR AGREES THAT ALL PROGRESS PAYMENTS AND FINAL PAYMENT TO SUBCONTRACTOR ARE CONTINGENT UPON AND SUBJECT TO OWNER'S ACCEPTANCE OF SUBCONTRACTOR'S WORK AND CONTRACTOR'S RECEIPT OF PAYMENT FROM OWNER FOR SUBCONTRACTOR'S WORK AND CONTRACTOR'S WORK, AND PAYMENT BY OWNER SHALL BE AN EXPRESS CONDITION PRECEDENT OF ANY OBLIGATION OF CONTRACTOR TO MAKE ANY PAYMENT TO SUBCONTRACTOR. SUBCONTRACTOR EXPRESSLY AGREES THAT IT RETAINS THE RISK OF THE OWNER'S FAILURE TO PAY THE CONTRACTOR FOR SUBCONTRACTOR'S WORK FOR ANY REASON, INCLUDING OWNER'S INSOLVENCY OR INABILITY, AND SUCH RISK IS NOT TRANSFERRED TO CONTRACTOR UNDER THE SUBCONTRACT. SUBCONTRACTOR ACKNOWLEDGES THAT THE SUBCONTRACT SUM INCLUDES CONSIDERATION FOR THE SUBCONTRACTOR TO ASSUME THE RISK OF THE OWNER'S FAILURE TO PAY FOR SUBCONTRACTOR'S WORK.

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~~§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, a Work Order Subcontract, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.~~

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract or any Work Order Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

...

§ 5.4 With respect to any claim by the Subcontractor for any increase in the Subcontract Sum or Subcontract Time to is not approved by the Contractor before the Subcontractor performs the Work that is the basis of the claim, the Subcontractor shall not be entitled to any increase unless the Owner approves a corresponding adjustment in the Contract Sum and Contract Time under the Prime Contract.

...

§ 6.1.1 Any claim arising out of or related to this Subcontract, except those waived in this ~~Subcontract~~, Subcontract and those subject to any other dispute resolution provisions under the Prime Contract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the ~~Agreement~~, Work Order Subcontract. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

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Arbitration pursuant to Section 6.3 of this Agreement

...

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the ~~Agreement~~, Work Order Subcontract. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

...

#### **§ 6.4 EXCEPTIONS**

§ 6.4.1 Notwithstanding anything to the contrary in this Agreement, the Contractor shall have the right to join the Subcontractor in any action brought by the Contractor against any third party or by any third party against the Contractor in connection with any claim arising out of the Project in any venue having jurisdiction, if the Subcontractor is a necessary party to the resolution of any issue raised by such claim, or if such claim and claims the Contractor may have against the Subcontractor substantially involve common questions of law or fact. If a claim between the Contractor and the Subcontractor involves \$100,000 or more, the Contractor may in its discretion elect to arbitrate that claim in the manner provided above, or to litigate the claim in any forum with jurisdiction.



**§ 6.5 CONTINUATION OF WORK AND PAYMENT**

§ 6.5.1 Pending resolution of any dispute, the Subcontractor shall continue performance of the Work in accordance with the project schedule, and the Contractor shall pay undisputed amounts in accordance with this Agreement.

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The With respect to each Work Order Subcontract, the Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages overhead and profit, provided the Subcontractor shall not be entitled to overhead or profits on Work not performed, or for business losses, demobilization costs, or consequential damages of any kind or damages for Work performed. Cause for termination by the Subcontractor with respect to any particular Work Order Subcontract shall not be grounds for termination by the Subcontractor under any other Work Order Subcontract. To the extent allowable under the law applicable to a Work Order, receipt of payment by the Contractor from the Owner of any amounts payable to the Subcontractor upon termination shall be a condition precedent to the right of the Subcontractor to receive payment from the Contractor.

...

§ 7.2.4 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and but only to the extent the Contractor receives payment from the Owner for such Work. In no event shall the Subcontractor be entitled to overhead or profit on the Work not executed.

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If the Owner orders the suspension, the Subcontractor shall be entitled to an adjustment in the Subcontract Time and the Subcontract Sum only to the extent the Contractor receives an adjustment of Contract Time and Contract Sum under the Prime Contract.

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of A201-2007 the Prime Contract, provided the Owner accepts the assignment.

...

See Work Order Subcontract.

...

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor's date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor, determined pursuant to the Work Order Subcontract.

...

§ 9.3 The Work of this Subcontract shall be substantially completed not later than—  
(Insert the calendar date or number of calendar days after the Subcontractor's date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Subcontractor's Work, if not stated elsewhere in the Subcontract Documents.) in accordance with the Work Order Subcontract.



...

Portion of Work

Substantial Completion Date

...

The subcontractor shall be responsible for its share of liquidated damages payable under the Prime Contract, if any, in proportion to Subcontractor's responsibility for the delay.

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§ 10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of ~~(\$ )~~, determined in accordance with each Work Order Subcontract, subject to additions and deductions as provided in the Subcontract Documents.

...

See Work Order Subcontract.

...

See Work Order Subcontract.

...

See Work Order Subcontract.

...

§ 11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.~~

...

See Work Order Subcontract for exceptions, if any.

§ 11.3 Provided an application for payment is received by the Contractor not later than the twentieth (20th) day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Owner or the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. ~~If the Architect does not issue a certificate for payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.7, 11.8 and 11.9.~~

RECEIPT OF PAYMENT FROM THE OWNER SHALL BE A CONDITION PRECEDENT TO THE OBLIGATION OF THE CONTRACTOR TO PAY THE SUBCONTRACTOR.

§ 11.4 If the Subcontractor's application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect; the Contractor is entitled to submit to the Owner or the Architect following the date the Contractor would have submitted Subcontractor's timely application for payment under Section 11.3.

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§ 11.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment. Subcontractor shall accompany each application for payment with: (i) a partial release executed by Subcontractor in a form acceptable to Contractor; (ii) evidence satisfactory to Contractor and Owner that all sub-subcontractors, suppliers, materialmen and laborers have been paid; and (iii) all other documentation required by the Subcontract and the Contract Documents or reasonably required by Contractor.

...

§ 11.7.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less the greater of (1) that percentage of retainage indicated in the Work Order Subcontract or (2) the amount actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor. Pending final determination of cost to the Contractor of changes in the Work that have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

...

§ 12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. ~~If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.~~  
*(Insert provisions for earlier final payment to the Subcontractor, if applicable.)*

RECEIPT OF FINAL PAYMENT FROM THE OWNER SHALL BE A CONDITION PRECEDENT TO THE OBLIGATION OF THE CONTRACTOR TO MAKE FINAL PAYMENT TO THE SUBCONTRACTOR.

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§ 13.1 The Subcontractor shall purchase and maintain insurance ~~of the following types of coverage and limits of liability as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract;~~ the Subcontract, consisting of at least the types of coverage and the limits of liability set forth in Exhibit B and any additional types or higher limits required of Subcontractors in the Prime Contract.

...

Type of insurance or bond

Limit of liability or bond amount (\$ 0.00)

§ 13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for later of (a) three years after final payment by the Owner to the Contractor or (b) such other period for maintenance of completed operations coverage as specified in the Prime Contract.

...

§ 13.4 ~~The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.~~ Per terms as noted in exhibit B

...

See Work Order  
Subcontract

...

~~§ 13.8.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.~~

~~§ 13.8.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.~~

~~§ 13.8.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.~~

PAGE 15

§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor the Contractor's temporary facilities, equipment and services, except as noted below: electrical service for normal power and lighting. Other services, if any, will be provided pursuant to the Work Order Subcontract.

<u>Temporary Facility, Equipment or Service</u>	<u>Cost, if any (\$ 0.00)</u>
---	-------------------------------

...

See Work Order Subcontract.

...

§ 15.2 Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located: the Prime Rate as published in the Wall Street Journal as of the effective date of the Work Order Subcontract unless such late payment is due to late payment to the Contractor by the Owner, in

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which case interest shall be payable, if at all, at the rate payable and actually paid by the Owner under the Prime Contract.

...

See Work Order Subcontract, provided retainage shall not be lower than the actual amount retained by the Owner under the Prime Contract for Subcontractor's Work

§ 15.4 The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7-7, except the Subcontractor's indemnity obligations shall include liquidated and consequential damages, if any, payable by the Contractor or any other indemnitee to the extent payable due to an act or omission of the Subcontractor.

§ 15.5 Each Work Order Subcontract shall be a separate contract between the Contractor and the Subcontractor for all purposes. Without limiting the generality of the foregoing, (1) Subcontractor's mechanics lien rights for each Work Order Subcontract shall be limited to the property that is the site of that Work Order Subcontract, (2) payments to Subcontractor for a specific Work Order Subcontract shall be applied to amounts owing to the Subcontractor and its employees, sub-subcontractors, and suppliers under that Work Order Subcontract, and shall not be applied to amounts owing to Subcontractor under any other Work Order Subcontract, and (3) grounds for suspension or termination of a Work Order Subcontract by the Subcontractor shall not be grounds for termination or suspension under any other Work Order Subcontract.

§ 15.6 Contractor shall not be liable to Subcontractor for damages due to delay to Subcontractor's Work for whatever reason. Subcontractor's only remedy shall be an extension of time, to the extent Owner has granted Contractor a similar extension. No other damages for delay are compensable. Contractor may order Subcontractor to accelerate Subcontractor's Work if Contractor has a basis to believe that Subcontractor will not complete Subcontractor's Work or portion thereof on time.

§ 15.7 Should any clause in the Subcontract, or a particular application thereof, be held to be invalid or unenforceable, in whole or in part, by any court or arbitration panel, the remaining clauses or other applications herein shall continue in full force and effect.

§ 15.8 The Subcontract shall be governed by the law of the state in which the Project is located, provided, however, that if a different governing law is specified in the Contract Documents, such governing law shall apply.

§ 15.9 All notices required or permitted hereunder shall be made in writing and delivered to the address or transmitted to the telecopy number set forth on the front page of the Subcontract, or such other address or number as either party may designate by like notice. All notices shall be deemed given when delivered if in person or made by telecopy, and three (3) days after deposit in the U.S. mail, certified with postage prepaid.

§ 15.10 Waiver by Contractor of any breach hereof by Subcontractor shall not constitute waiver of any subsequent breach of the same or any other provision.

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§ 16.1.2 The Prime Contract, ~~Contract identified in the Work Order Subcontract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the~~ and the General Conditions and other Contract Documents enumerated in the ~~Owner Contractor Agreement, Work Order Subcontract or in the Agreement between the Owner and the Contractor.~~

§ 16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:  
the Work Order Subcontract.

Modification

Date



...

.1 ~~AIA Document E201™ – 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:~~

See Work Order Subcontract

...

*(List here any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor's bid or proposal should be listed here only if intended to be made part of the Subcontract Documents.)*

Exhibit A – Work Order

Exhibit B – Insurance

Exhibit C – W9 Form

Exhibit D – Extra Work / Back Charge Form

Exhibit E – Pay Application

Exhibit F - Harmony

Exhibit G – Safety

Exhibit H – Sanford Exhibit

Exhibit I – Owner Contract Agreement Access

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Michael Bates, VP of Operations

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**Work Order Subcontract (Exhibit A)**

**CONTRACTOR:**

HENRY CARLSON COMPANY  
1205 West Russell Street  
Sioux Falls, South Dakota 57104  
Phone: 605-336-2410  
Fax: 605-332-1314

Date:  
Project:  
Subcontract No:

**SUBCONTRACTOR:**

Phone No.  
Fax No.  
Fed Tax ID

Owner:  
Subcontractor Representative:  
Contractor Representative:

UNLESS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES, THE TERMS AND CONDITIONS OF THE MASTER SUBCONTRACT AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR, DATED \_\_\_\_\_ (“MASTER SUBCONTRACT”) ARE FULLY INCORPORATED INTO THIS WORK ORDER, AND BIND BOTH PARTIES.

1. **SUBCONTRACTOR’S RESPONSIBILITIES.** The Subcontractor agrees to furnish all materials, labor, supervision, tools, equipment and supplies as necessary to perform all of Subcontractor’s Work as hereafter described in Paragraph 2, in the construction of \_\_\_\_\_, (the “Project”), in accordance with the terms and conditions of the Master Subcontract Agreement between Contractor and Subcontractor, dated \_\_\_\_\_ together with all Drawings, Specifications, General, Supplemental or Special Conditions, Addenda and all other documents referenced or made of part thereof including, specifically, the General Contract between the Owner and Contractor (collectively, including the Master Subcontract, the “Contract Documents”). In addition, and notwithstanding any language to the contrary anywhere else in this Work Order Subcontract or in the Master Subcontract Agreement, Subcontractor agrees to assume toward Contractor all of the obligations and responsibilities assumed by Contractor toward Owner as applicable to this Work Order Subcontract, including, without limitation, any obligation to pay liquidated damages and to participate in and be bound by any specific dispute resolution procedures. Subcontractor agrees that it has either examined, read and understood the Contract Agreements, or been given the opportunity to do so.
2. **SUBCONTRACTOR’S WORK.** “Subcontractor’s Work” shall consist of the following (If necessary, identify Exhibit describing Work Scope):.
3. **SUBCONTRACT PRICE.** As total compensation for Subcontractor’s Work, and subject to the provisions of this Work Order Subcontract and the Contract Documents, Contractor shall pay to Subcontractor, the lump sum of \_\_\_\_\_ **and 00/100 dollars (\$00)**. Any increase in the Contract Price for changes in the Work shall include an amount for profit and overhead not to exceed **ten percent (10%)**.

4. **COMMENCEMENT AND COMPLETION.** Subcontractor shall commence Subcontractor's Work on:
- the date specified by Contractor in a written or oral notice to proceed.
  - the date specified on the project schedule attached to this Work Order as EXHIBIT K.
  - the following date: \_\_\_\_\_ as may be amended by Contractor from time to time via the Project Schedule.
  - a date to be determined at a later time and amended to this Work Order.

Subcontractor shall achieve final completion of Subcontractor's Work on or before:

- the following date: \_\_\_\_\_.
  - XXX (####)** calendar days after the required commencement date.
  - the date specified on the project schedule attached to this Work Order as Exhibit K.
  - a date to be determined at a later time and amended to this Work Order.
5. **PAYMENT.** Subject to the provisions of this Work Order Subcontract and the Contract Documents, including without limitation, the rights of Owner or Contractor to withhold payment, the Contractor shall pay Subcontractor the Subcontract Price as follows:
- a. Progress payments will be made on a monthly basis (unless a different payment schedule is set forth in the Contract Documents), based on the percentage of Subcontractor's Work completed, less a retainage of **TEN (10%)** percent of the amount otherwise owing.
  - b. Subcontractor shall submit applications for payment on the standardized form on or before the **20th** day of each month. Contractor will pay Subcontractor within **Seven (7)** days after Contractor receives payment from the Owner.
  - c. Subcontractor shall include with all applications for payment all supporting documentation required by this Subcontract and the Contract Documents.
  - d. Contractor shall make final payment to Subcontractor within ten (10) days after Contractor receives final payment from Owner and Subcontractor has met all other conditions required for final payment.
  - e. Subcontractor shall only be paid provided that a properly completed application for payment, in the form referenced above, is delivered to Contractor on or before the date provided herein. Subcontractor agrees that all payments received shall be used solely for the benefit of persons or firms supplying labor, materials, supplies, tools, equipment or services for the Project, and that money paid to Subcontractor shall immediately become and constitute labor, materials, supplies, tools, equipment or services for the Project, and that money paid to Subcontractor shall immediately become and constitute a trust for the benefit of such persons and firms and shall not be directed to any other purpose until all obligations arising hereunder have been satisfied.
  - f. To the extent these payment terms conflict in any way with any payment terms contained in AGC 200 (1998 Edition), these terms govern.

6. **INSURANCE.** Subcontractor shall maintain the types of insurance policies and in the amounts identified in **Exhibit B**.

7. **BONDS.** The Contractor  has  has not provided the Owner a payment bond. Upon the written request of the Contractor, the Subcontractor will provide a Payment and/or Performance bond to cover the Subcontractor's Work. If requested, the Contractor shall issue a Change Order to the Subcontractor for the amount of the cost of the bond excluding any markup for profit and overhead.

- 8. **SUCCESSORS AND ASSIGNS.** The parties hereto, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants and agreements herein specified.
- 9. **THE ARCHITECT.** The Architect is \_\_\_\_\_.
- 10. **IDENTIFICATION OF TRADES AND SUPPLIERS.** Before beginning Work, Subcontractor shall provide Contractor with a complete list of its Subcontractors and Suppliers performing Work or supplying materials to the Project.
- 11. **EXHIBITS.** The Exhibits identified below are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Work Order Subcontract effective as of the date and year first above written.

**Henry Carlson Company  
Contractor**

**Subcontractor**

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

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

Printed Name: Michael Bates

Printed Name (Officer): \_\_\_\_\_

Title: VP of Operations

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

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

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





**EXHIBIT "B"**  
**SUBCONTRACTOR INSURANCE REQUIREMENTS**

**REQUIREMENTS:****1) Insurance Companies and Certificates of Insurance:**

- a) Insurance Coverage shall be provided by admitted carriers having at least an A.M. Best rating of no less than A-VIII (except for State Fund for Workers' Compensation coverage), or in the case of a non-admitted carrier, an A.M. Best rating of A or better and a financial capacity of X or better.
- b) Certificates of Insurance with a 30 day firm cancellation notice must be submitted on an ACORD 25 Form and shall be furnished by the Subcontractor to Contractor before any work is commenced hereunder by the Subcontractor. Please include Job Name and Number.
- c) All coverage must be Occurrence Basis and so stated on the certificate. Claims Made or Modified Occurrence coverage is not acceptable.
- d) The Certificates of Insurance shall be subject to approval of Contractor, but any acceptance of insurance certificates by the Contractor shall in no way limit or relieve the Subcontractor of the duties and responsibilities assumed by the Subcontractor in this Contract. Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify deficiencies from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.
- e) Allowance of any additional exclusions or coverage limiting endorsements is at the discretion of Contractor, and Subcontractor's bid shall be subject to adjustment to compensate for the existence of such exclusions.
- f) Payment may be withheld, at the option of the Contractor, until such certificates have been furnished, or, if upon receipt of a cancellation notice on a policy, under withdrawal of the notice or the reinstatement of the canceled policy.
- g) Subcontractor shall ensure that its Subcontractors, truckers, vendors, or suppliers of any tier shall maintain insurance in like form and amounts, including the Additional Insured requirements set forth below, and will, if requested, provide Contractor evidence of sub-subcontractors, truckers, vendors, or suppliers within ten (10) days of written request from Contractor or Owner.
- h) Failure of Subcontractor or its subcontractors, truckers, vendors, or suppliers to maintain the required insurance may result in termination of this subcontract agreement at Contractor's option.
- i) Copies of policies shall be furnished by Subcontractor, its subcontractors, truckers, vendors, or suppliers within ten (10) days of written request from Contractor or Owner.

**2) Additional Insured and Primary Insured Endorsements:**

- a) Under the Commercial General Liability policy the Subcontractor shall add the Contractor, its officers, directors and employees, and if required in the contract documents add the Project Owner as additional insured.
- b) The policy shall stipulate that the insurance afforded the Contractor (and Project Owner if required) as additional insureds shall apply as primary insurance. Any other insurance carried by the Contractor or Project Owner will be excess only and will not contribute with this insurance.
- c) The additional insured coverage as required herein shall include coverage for completed operations and shall be provided for three years after final payment and shall be provided by an endorsement providing coverage at least as broad as Additional Insured endorsement form CG 2010 (10-01) and CG 2037 (10-01) as published by the Insurance Services Office (ISO); or an equivalent.

**3) WORKER'S COMPENSATION and Employers Liability Insurance as required by any applicable law or regulation.**

- a) Employers Liability Insurance shall be provided in amounts not less than:  
\$100,000 Each employee for bodily injury by accident;  
\$100,000 Each employee for bodily injury by disease'  
\$500,000 Policy limit for bodily injury by disease.
- b) Waiver of Subrogation endorsement in favor of the Contractor and (if required by the contract documents) in favor of the Project Owner.

- 4) **GENERAL LIABILITY Insurance**, either Comprehensive General Liability or Commercial General Liability on coverage forms at least as broad as ISO occurrence form CG 0001.
- a) General Liability Insurance shall be provided in amounts not less than:
    - \$1,000,000 each occurrence Bodily Injury and Property Damage combined;
    - \$1,000,000 for Personal Injury Liability;
    - \$2,000,000 Products & Completed Operations aggregate;
    - \$2,000,000 General Aggregate, per Project.
- If either defense costs are included in the General Liability Aggregate limit, or if the General Aggregate limit is not per project, then the required General Liability Aggregate limit shall be \$3,000,000. This additional limit can be provided by an excess/umbrella policy.
- b) Waiver of Subrogation endorsement in favor of the Contractor and (if required by the contract documents) in favor of the Project Owner.
  - c) "Claims Made" and "Modified Occurrence" policy forms are not acceptable.
  - d) Any self-insured retention or deductible greater than \$25,000 must be declared to Contractor at time of bid and approved by Contractor in writing.
- 5) **UMBRELLA LIABILITY Insurance: (Excess Liability Policies will not be accepted.)**
- a) If higher limits or other forms of insurance are required by either the Owner or the Contractor, the Subcontractor will comply with such requirements. Subcontractors are required to have the following:
    - \$1,000,000 Combined single per occurrence;
    - \$1,000,000 General Aggregate, per Project;
  - b) Waiver of Subrogation endorsement in favor of the Contractor and (if required by the contract documents) in favor of the Project Owner.
  - c) Follow Form – Primary and non-contributory additional insured requirement in general liability.
- 6) **AUTOMOBILE LIABILITY Insurance** on a coverage form at least as broad as ISO form CA 0001, including:
- a) Coverage on all owned, non-owned, and hired automobiles;
  - b) Waiver of Subrogation endorsement in favor of the Contractor and (if required by the contract documents) in favor of the Project Owner.
  - c) \$1,000,000 minimum Combined Single limit for bodily injury and property damage.
  - d) Subcontractor shall provide additional insured for the Contractor for auto-liability coverage.
- 7) **PROPERTY Insurance:**
- a) Subcontractor shall be responsible for procuring and maintaining at its own expense property and equipment insurance for Subcontractor's tools and equipment.
  - b) **IF** Builders' Risk insurance is not provided by Project Owner or Contractor, Subcontractor shall purchase and maintain installation floater coverage written to cover all risks of physical loss except those specifically excluded in the policy, and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief and collapse. This insurance shall be written in an amount to provide full protection for Subcontractor's work on a replacement cost bases. Any deductible shall be the full responsibility of Subcontractor. Subcontractor waives all rights against Project Owner and Contractor for recovery of damages pursuant to Section c) below.
  - c) **IF** Builders' Risk Insurance purchased by the Project Owner(s) or Contractor provides coverage for Subcontractor for loss or damage to Subcontractor's work, Subcontractor shall be responsible for the insurance policy deductible amount, up to \$5,000 per occurrence.
- 8) **PROFESSIONAL LIABILITY Exposure:**
- IF** work under this subcontract includes professional or design-build services, a \$1,000,000 Professional Liability Insurance Policy shall be carried by Subcontractor or its design professional. Evidence of coverage in the form of a Certificate of Insurance shall be provided prior to start of the project. Coverage must allow for reporting of claims for a minimum of **three (3) years** following completion of the project. However, if Project Owner or Contractor elects to purchase a project specific design policy, Subcontractor's policy will be endorsed to provide coverage once the design policy has been exhausted.
- 9) **AIRCRAFT / HELICOPTER Insurance:**
- IF** the Subcontractor or their Subcontractors use any owned, leased, chartered, or hired aircraft of any type in the performance of this contract, they shall maintain aircraft liability in an amount of not less than \$10,000,000 per occurrence including Passenger Liability. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project.

**10) HAZARDOUS MATERIALS AND POLLUTION LIABILITY INCLUDING EIFS:**

- a) **IF** Subcontractor or their Subcontractor or suppliers of any tier are either required to perform remediation of hazardous materials as those terms are defined in federal, state, or local law or if their operations create an exposure to hazardous materials, they must, in addition to the above requirements, carry a “Contractor’s Pollution Liability” policy with limits not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, naming Contractor as Additional Insured for operations and completed operations. The status of Project Owner as an insured under a CGL policy obtained in compliance with Section 2 of this Agreement shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented or loaned to Project Owner.
- b) **IF** Subcontractor or their subcontractors haul hazardous material (including, without limitation, waste), the policy must extend pollution coverage to the transportation of hazardous materials or pollutants by waste hauling vehicles. Such coverage requirement may be met through Subcontractor’s or its subcontractor or suppliers Automobile Liability Policy pursuant to Paragraph 6 by providing coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48). If Subcontractor is subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement MCS-90 must be obtained and attached to the policy.
- c) **IF** EIFS is included in the scope of work: Subcontractor will provide limits of liability insurance - \$1,000,000 per occurrence and not less than 2,000,000 aggregate for bodily injury and property damage naming contractor as an additional insured for both operations and completed operations coverage. Subcontractor required to carry completed operations coverage for three years from final payment and provide additional insured status for contractor for the same period and shall be provided for three (3) years following completion as noted in Section 2 of this Agreement.

**11) RIGGERS Liability:**

**IF** Subcontractor’s work involves the moving, lifting, rigging, or hoisting of property or equipment Subcontractor shall carry Rigger’s Liability Insurance to insure against physical loss or damage to the property or equipment.

**12) Work Near RAILROADS:**

**IF** Subcontractor (including any lower tier Subcontractor or supplier) performs any work or conducts any operations within fifty feet of any railroad (including any light rail, fixed rail, or other rail system), Subcontractor shall obtain an endorsement to its Commercial General Liability Policy to delete any exclusion, including the “Contractual Liability” exclusion, for work performed within fifty feet of a railroad. A copy of such endorsement shall be provided to Contractor prior to any work or operations by Subcontractor within fifty feet of any railroad.

**13) OTHER Requirements:**

- a) Any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontract of its duties and responsibilities under this Agreement including the duty to indemnify and hold harmless Contractor under other provisions hereof. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Subcontractor for liability in excess of such coverage nor shall it preclude Contractor from taking such other actions as is available to it under any other provision of the Agreement or law.
- b) Subcontractor shall be responsible for any deductible amount or any loss arising out of coverage denials by its insurance carrier(s).
- c) Should any insurance policy lapse or be canceled during the contract period, Subcontractor shall, prior to the effective expiration or cancellation date, furnish Contractor with evidence of renewal or replacement of the policy. Failure to continuously satisfy insurance requirements as herein provided is a material breach of contract. In the event Subcontractor fails to maintain any insurance coverage required, Contractor may, but is not required to, maintain such coverage and charge the expense to Subcontractor’s work or terminate this contract.
- d) Subcontractor’s obligations for loss or damage arising out of Subcontractor’s work is in no way limited to the types or amounts of insurance set forth above. To the extent Subcontractor maintains insurance greater than these minimum requirements, Subcontractor agrees that such insurance shall be applicable to any of Subcontractor’s liability obligations hereunder. In specifying minimum insurance requirements herein, neither Contractor nor Project Owner assert or recommend this insurance as adequate to Subcontractor’s requirements. Subcontractor is solely responsible to inform itself of type or amounts of insurance it may need beyond these requirements to protect itself from loss, damage, or liability.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

<p><b>PRODUCER</b></p> <p>Agent's Name and Address</p>	<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b></p>	
<p><b>INSURED</b></p> <p>Subcontractor's Complete Business Name Must be the same as name on Subcontract Agreement</p>	<p><b>INSURERS AFFORDING COVERAGE</b></p> <p>INSURER A:</p> <p>INSURER B:</p> <p>INSURER C:</p> <p>INSURER D:</p> <p>INSURER E:</p>	<p><b>NAIC #</b></p>

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<p><b>GENERAL LIABILITY</b></p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR</p> <p><input checked="" type="checkbox"/> XCU</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</p>				<p>EACH OCCURRENCE \$1,000,000</p> <p>DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000</p> <p>MED EXP (Any one person) \$5,000</p> <p>PERSONAL &amp; ADV INJURY \$1,000,000</p> <p>GENERAL AGGREGATE \$2,000,000</p> <p>PRODUCTS - COMP/OP AGG \$2,000,000</p>	
		<p><b>AUTOMOBILE LIABILITY</b></p> <p><input checked="" type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p>	<div style="border: 2px dashed black; padding: 10px;"> <p><b>Henry Carlson Company</b></p> <p><b>Sample Insurance Requirements</b></p> </div>				<p>COMBINED SINGLE LIMIT (Ea accident) \$1,000,000</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p>
		<p><b>GARAGE LIABILITY</b></p> <p><input type="checkbox"/> ANY AUTO</p>				<p>AUTO ONLY - EA ACCIDENT \$</p> <p>OTHER THAN EA ACC \$</p> <p>AUTO ONLY: AGG \$</p>	
		<p><b>EXCESS/UMBRELLA LIABILITY</b></p> <p><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE</p> <p>DEDUCTIBLE</p> <p><input checked="" type="checkbox"/> RETENTION \$0</p>				<p>EACH OCCURRENCE \$1,000,000</p> <p>AGGREGATE \$1,000,000</p>	
		<p><b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b></p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</p> <p>If yes, describe under SPECIAL PROVISIONS below</p>				<p><input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER</p> <p>E.L. EACH ACCIDENT \$100,000</p> <p>E.L. DISEASE - EA EMPLOYEE \$100,000</p> <p>E.L. DISEASE - POLICY LIMIT \$500,000</p>	
		<p>Builders Risk, Professional Liability, Pollution Liability / EIFS</p>	<p>IF required by Exhibit B.</p>			<p>See Exhibit B for specific requirements, limits, etc.</p>	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Project: \_\_\_\_\_ Owner: \_\_\_\_\_ Henry Carlson Company is included as Additional Insured on a primary basis and non-contributory basis as respects General Liability including Completed Operations Coverage (ISO-Form CG2010 for Operations Coverage and CG2037 for Completed Operations Coverage or the equivalent) as well as Auto Liability and Umbrella Liability Coverages. Waiver of Subrogation to be included as respects Builders Risk, General Liability, Auto Liability, Umbrella Liability, and Workers Compensation Coverages. Completed operations coverage to be carried for three years after final payment.

<p><b>CERTIFICATE HOLDER</b></p> <p>Henry Carlson Company 1205 W. Russell St. PO Box 84010 Sioux Falls, SD 57104</p>	<p><b>CANCELLATION CLAUSE:</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSUROR WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMES TO THE LEFT.</p> <p><b>AUTHORIZED REPRESENTATIVE</b></p>
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Form **W-9**  
(Rev. November 2005)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	<b>Henry Carlson Company 1205 W. Russell St. Sioux Falls, SD 57104</b>
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
+
or
Employer identification number
+

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of U.S. person ▶

Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Subcontractor Acknowledgement Form

I \_\_\_\_\_, as subcontractor, sub-subcontractor, or material  
(authorized signor)  
supplier doing business as \_\_\_\_\_  
(name of business)

acknowledge that I understand the attached Extra Work/Backcharge Form. The Henry Carlson Company Superintendent shall sign the form acknowledging the actual quantities of labor, material, equipment, etc. necessary to complete the scope of work specifically detailed on the Extra Work/Backcharge Form. The Henry Carlson Company Project Manager shall determine if the scope of work is or is not included in the subcontractor's contract agreement scope of work. No payments for extra work or backcharges will be made between companies without this form being properly completed.

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Signature \_\_\_\_\_



00000000

This Number MUST appear  
on all invoices

PO Box 84010  
Sioux Falls, SD 57118  
605-336-2410, 605-332-1314 (fax)

**GENERAL CONTRACTORS**  
**Henry Carlson Company**

# EXTRA WORK / BACKCHARGE FORM

Work performed by: \_\_\_\_\_  
Sub/Supplier Address/Phone # \_\_\_\_\_  
\_\_\_\_\_

Job No. \_\_\_\_\_  
Phase No. \_\_\_\_\_  
Date \_\_\_\_\_

Description of work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BACKCHARGE** Yes / No (circle one) If Yes to whom: \_\_\_\_\_  
**Signature of Backcharged Subcontractor:** \_\_\_\_\_

LABOR		Total Hours	TOTAL
EQUIPMENT (Complete Description)		Total Hours	TOTAL
MATERIALS AND OTHER ITEMS	Unit	Quantity	TOTAL

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Above Record is Complete and Correct.  
By \_\_\_\_\_ Subcontractor/ Supplier      By \_\_\_\_\_ Henry Carlson Company

\* Signature acknowledges the actual quantity of labor, material, and equipment necessary to complete the scope of work detailed above

**SUBCONTRACTOR'S APPLICATION FOR PAYMENT / LIEN WAIVER**

TO: **HENRY CARLSON COMPANY**

FROM: \_\_\_\_\_ PROJECT: \_\_\_\_\_

PAYMENT REQUEST NO. \_\_\_\_\_ PERIOD: \_\_\_\_\_ to \_\_\_\_\_

**STATEMENT OF CONTRACT ACCOUNT:**

- 1. Original Contract Amount \_\_\_\_\_
- 2. Value of Approved Change Orders (As per attached breakdown) (Net) \_\_\_\_\_
- 3. Adjusted Contract Amount **(Line 1 + 2) =** \_\_\_\_\_
- 4. Value of Work Completed to Date: (As per attached breakdown) \_\_\_\_\_
- 5. Value of Approved Change Orders Completed: \_\_\_\_\_
- 6. Materials Stored on Site: (As per attached breakdown) \_\_\_\_\_
- 7. Total to Date **(Line 4 thru Line 6) =** \_\_\_\_\_
- 8. Less Amount Retained (      % ) \_\_\_\_\_ (      )
- 9. Total Less Retainage **(Line 7 - Line 8) =** \_\_\_\_\_
- 10. Total Previously Certified (Deduct) **(Line 9 from Previous Application) (      )**
- 11. AMOUNT DUE THIS REQUEST **(Line 9 - Line 10)**

**CERTIFICATE OF THE SUBCONTRACTOR:**

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the contractor, to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this Contract.

**WAIVER OF LIEN**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' lien or other liens or claims upon the real property situated in the County of Minnehaha State of South Dakota, described as: State Theatre Utility extension on account of labor or services performed at or materials furnished or delivered to the real property above described or any building, construction or improvement thereon by the undersigned to this date. This lien waiver is contingent upon receipt of the above referenced payment.

Date:  
Subscribed and sworn before me this \_\_\_\_\_ day  
of \_\_\_\_\_,  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
Contractor's signed Certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use column I on contracts where variable retainage for line items may apply.

Application Number:  
Application Date:  
Period To:

A Item #	B Description of Work	C Original Scheduled Value	D Change Orders	E Revised Scheduled Value	F From Previous Application	G This Period	H Materials Presently Stored	I Total Completed And Stored	J %	K Balance To Finish
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
<b>TOTALS</b>		0	0	0	0	0	0	0	0	0



## Exhibit F

# HARMONY CLAUSE

It is understood that the contracts will be awarded and labor will be employed on the project herein described without discrimination as to whether employees of any contractor, subcontractor, or those employed by the owner of the project are members or non-members of any labor organization, and the subcontractor accepts this contract with that understanding.

Notwithstanding the provisions of the agreement, should there be a work stoppage caused by a strike, picketing, boycott or by any voluntary or involuntary cessation of work by employees of the subcontractor, which in the judgment of the contractor will cause, or is likely to cause, unreasonable delay in the progress of construction, then upon twenty-four (24) hours written notice, the contractor shall have the right to declare the subcontractor in default of this understanding and agreement and take such steps as are necessary to finish the uncompleted portion of work. In such event the contractor shall have the right to take possession of and use all of the subcontractor's materials (exclusive of tools) intended for use on the work. The cost of completion shall be charged against the subcontractor's remaining interest in the contract price. If the subcontractor's remaining interest in the contract price exceeds the cost of completion, the subcontractor shall be entitled to the difference. If, however, the cost of the completion exceeds the subcontractor's remaining interest in the contract price, then the subcontractor agrees to pay the contractor such excess within thirty (30) days after written demand for such excess has been made upon him by the contractor.

# **EXHIBIT G - SAFETY**

## **General Safety Policy and Requirements**

1. Safety in all Henry Carlson Company operations is not just a corporate goal; it is a requirement.
2. Toward this end, HCC has formulated this written Safety exhibit and policy to govern the operations of all Subcontractors (including all employees, sub-subcontractors, and agents of Subcontractors) on HCC construction projects and jobsites. Subcontractor shall adhere faithfully to the requirements of this policy and exhibit, as well as the safety rules, instructions, and procedures issued in conjunction with it, while on HCC jobsites.
3. It is the policy of HCC to adhere to all applicable state, federal, and local codes and regulations in promoting a safe work place.
4. It is a condition of this Subcontract, and all Subcontracts issued by HCC, that all Subcontractors adhere to this policy and exhibit and the accompanying safety requirements. Failure to comply is a breach of the Subcontract.
5. All visitors including but not limited to contractors, subcontractors, suppliers, owners representatives, agents of the architect or engineer, regulatory authorities, and insurance company representatives shall be required to follow all safety rules and regulations in effect during their visit to the HCC jobsite operations. This includes, but is not limited, to OSHA regulations, HCC safety rules and policies, and HCC insurance company's loss control and safety rules and policies.
6. HCC and its Subcontractors will make every effort to ensure that the on-site operations do not endanger the safety of their employees. To this end, all on site personnel, from any trade, are required to report hazardous conditions and/or unsafe activities to the appropriate HCC officials.
7. The HCC Project Superintendents, Project Managers, Safety Director, Foremen, and Safety Committee Members have the full support of management in enforcing the provisions of this policy.

## **Safety Violation Enforcement**

HCC, acting through its Superintendents, Project Managers, or the Safety Director, will provide Subcontractor with written a "Subcontractor Safety Warning Notice" of any safety violations/deficiencies on the jobsite by hand delivery to the Subcontractor's field lead persons and by hand delivery, U.S. Mail, faxed, or electronic delivery to the office of the Subcontractor to the attention of the party listed in the Subcontract.

Each violation of the HCC safety policy, as evidenced by a Subcontractor Safety Warning Notice, shall be an event of default and grounds for suspension or termination of the Subcontract under Article 10 of AGC Document 655. HCC's remedies for such default may include, without limitation, completion of the Subcontractor's work by HCC, withholding further payment to the Subcontractor until HCC completes such work, and withholding or recovering from Subcontractor any costs incurred by HCC completing Subcontractor's work.

Notwithstanding any cure periods otherwise allowed under the Subcontract, the Subcontractor must take immediate corrective action for all "Subcontractor Safety Warning Notices." HCC may withhold the payment to Subcontractor until Subcontractor corrects the safety violation.

### **Specific Safety Policies and Procedures**

The following safety policies and procedures are required of all contractors, subcontractors, employees, and visitors on this project.

1. **Safety Regulations, Rules, and Policies** - All OSHA regulations, HCC safety rules and policies, and HCC insurance company's loss control and safety rules and policies shall be adhered to on this project and jobsite by all contractors, subcontractors, employees, and visitors. All subcontractors and contractors shall abide by all OSHA standards pertaining to construction sites with special emphasis on:

- Excavation and trenching
- Fall protection
- Scaffolding erection and use
- Forklift and man lift operation
- Electrical and proper GFI
- Personal protective equipment

Any potential hazards or procedures performed, which conflict with any of these regulations, safety rules, or policies, should be noted on the weekly inspection forms and corrected in a timely manner.

Failure of the contractor or subcontractor to be in compliance with OSHA standards on HCC jobsites which results in HCC sustaining and monetary penalties or fines shall be required to reimburse HCC for the amount of the fine plus twenty percent (20%) for administrative burdens.

2. **Personal Safety Equipment** – All workers and visitors to the jobsite will be required to wear a hardhat and safety glasses at ALL TIMES, WITHOUT EXCEPTION.

3. **Weekly On-Site Inspections** – Representative employees from the contractors as well as all subcontractors on the jobsite may be required to perform an inspection of the job premises, perhaps as often as weekly, noting any potential hazards, safety concerns, or suggestions for improvements in safety related procedures. A standard form will be developed and used for this purpose with space for comments from all trades involved in the inspections. Corrective or proactive actions should be recommended and documented on the form.
4. **Hazardous Material Compliance** – In compliance with OSHA regulations, all contractors and subcontractors shall maintain proper documentation on all hazardous materials brought on site and comply with all OSHA HAZCOM procedures. If requested by the contractor, the subcontractor shall provide all HAZCOM information for review. Inadequate HAZCOM procedures must be upgraded to meet OSHA and industry standards. Material Safety Data Sheets shall be maintained in a location that is accessible to other contractors who may want to review them.
5. **Cleanup and Housekeeping** – Subcontractor must maintain good housekeeping and shall perform cleanup of its work areas on a minimum of a weekly basis (more often if needed or requested by the HCC Superintendent or Project Manager) and shall remove all debris from his operations off of the site. If the subcontractor fails to perform cleanup, HCC may do so and charge actual cost plus twenty five percent (25%). Cleanup and good housekeeping are imperative to maintaining a safe jobsite for all. Any cleaning and/or maintenance which is deemed inadequate shall be noted on the weekly jobsite inspections and corrected by the Subcontractor in a timely manner.
6. **Security** – Subcontractor shall not allow unauthorized access to the jobsite. At all times, but especially during evening and weekend hours, Subcontractor shall maintain control over access to and use of the jobsite premises.
7. **Drug and Alcohol** – All of Subcontractor's personnel and sub-subcontractors are required to comply with the prohibition of the use, sale, or possession of drugs and/or alcohol on any and all HCC jobsites. HCC reserves the right to enforce the drug and alcohol free workplace policy on all other contractors and subcontractors and visitors on the jobsite. Entry into or the presence on company premises, facilities, or jobsites by any person is condition upon the right of HCC (and constitutes consent) to search the person, personal effects, vehicles, lockers, baggage, and jobsite quarters. These searches may include the use of electronic devices, scent trained dogs, or the taking of blood, urine, breath, or saliva samples for testing to determine the presence of alcohol or drugs. Any person found to be in violation of this policy or refuses to submit to appropriate drug and/or alcohol testing is subject to disciplinary action up to and including immediate removal and future prohibition from HCC projects or jobsites.

8. **Henry Carlson Jobsite Safety Rules** – Attached is a list of basic HCC jobsite safety rules. These rules are posted in jobsite trailers and shall be followed by all contractors, subcontractors, employees, and visitors. Subcontractor shall review these HCC Jobsite Safety Rules with any and all employees, visitors and agents who will be at this jobsite on behalf of or with the consent of Subcontractor. This shall include all personnel who come to the jobsite including delivery personnel or any personnel who are not regularly assigned to the jobsite.

**See Attachments:**

Subcontractor Safety Warning Notice  
Henry Carlson Jobsite Safety Rules

Subcontractor Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_



# Henry Carlson Company Subcontractor Safety Warning Notice

## Notice to Subcontractor: This serves as notice per our Subcontractor Agreement: Exhibit G – Safety

Date \_\_\_\_\_

Subcontractor Being Warned \_\_\_\_\_

Subcontractor Foreman \_\_\_\_\_

HCC Supt \_\_\_\_\_ HCC Project Manager \_\_\_\_\_

Type of Violation:

\_\_\_\_\_ Unsafe Act                      \_\_\_\_\_ Hardhat Violation                      \_\_\_\_\_ Pictures  
Taken

\_\_\_\_\_ Unsafe Condition                      \_\_\_\_\_ Safety Glasses Violation

\_\_\_\_\_ Ignoring Directions or Previous Warnings

\_\_\_\_\_ Not Performing Clean-up

\_\_\_\_\_ Other \_\_\_\_\_

Nature of the Violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This Condition Must Be Corrected By (Date) \_\_\_\_\_

HCC Supt. Signature \_\_\_\_\_

Date \_\_\_\_\_

Subcontractor Foreman Signature \_\_\_\_\_

Date \_\_\_\_\_

Send Copies to:    \_\_\_\_\_ Subcontractor's Office (Person responsible for the job)  
                          \_\_\_\_\_ Subcontractor Foreman  
                          \_\_\_\_\_ HCC Safety Director  
                          \_\_\_\_\_ HCC Project Manager  
                          \_\_\_\_\_ HCC Superintendent

# Henry Carlson Company

## Jobsite Safety Rules

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1. **Hard Hats** - Hard hats are required **at all times** on all jobsites. The hardhat requirement is lifted **only** when the Risk Manager declares the job hard hat free.
2. **Accident and Injury Reporting** - All accidents and injuries, no matter how minor, **must be reported** to your HCCO Superintendent and Risk Manager.
3. **General Safety** - Request help when you are unsure about how to perform a task safely.
4. **Fall Protection** - Fall Protection is **mandatory** any time there is exposure to a fall of 6' or more from an open side (10' or more on scaffolding).
5. **Scaffolding** - All scaffolding must be set up properly including base plates (and mud sills if necessary), top-rail, mid-rail, and toe-boards. Scaffolding **must be inspected daily** by the designated competent person. **Know who your competent person is.** All scaffolding must have proper means of access to get on and off the scaffold. Climbing on the end frames is prohibited unless the end frame is designed to be an approved ladder.
6. **Dress Code** - All jobsite workers are required to wear shirts and long pants at all times. A short-sleeved T-shirt is the minimum shirt requirement. Sleeveless T-shirts with a seam are allowed. No offensive writing is allowed on any clothing or hard hats. All clothing must fit properly and allow the worker to do his or her job safely. (No excessively baggy clothes or excessive tears in clothing are allowed). No jewelry that can catch on or in equipment during operation should be worn. Long hair should be secured in such a manner as not to entangle in equipment / tools being operated.
7. **Footwear** - Proper work boots are recommended. Inappropriate footwear will not be allowed (no tennis shoes). Certain client projects may require steel-toed shoes specifically.
8. **Safety Glasses** - Safety glasses are required at all times on all jobsites. Safety glasses shall meet ANSI Z87 standards. Proper eye protection is required by anyone performing grinding, cutting, sawing, and demo operations, or doing any **other type of work where there is risk of debris or material getting in your eyes.**
9. **Hotworks** - The HCC Supt. will be notified of any Hotworks Operations performed on the jobsite. A suitable fire extinguisher shall be in the immediate work area in a state of readiness. **(HCC recommendation: within 5' of the operator).** Additional protection (i.e.: fire blankets, fire watch, etc.) to be provided if deemed necessary.
10. **Power Tools, Machines, and Equipment** - All power tools, machines, and equipment must be properly guarded. Do not operate unguarded equipment.
11. **Ladders and Stepladders** - Ladders must be in good repair and used properly. Stepladders **must not** be leaned up against a wall and used like an extension ladder. Extension ladders must be properly tied off at the top to the structure by the person erecting the ladder and extended 36" above the top platform. If placed on slippery ground, also secure the bottom by staking or some other method.
12. **Personal Protective Equipment** - All personal protective equipment must be worn for a specific job. This would include, but not be limited to gloves, hearing protection, respirators, face shields, safety glasses, goggles, and whatever else may be required for that specific job. (See office for prescription glass purchase agreement.)
13. **Electrical Cords** - All electrical cords must be in good repair, properly grounded, and have all three prongs, if so required. **All cords must be plugged into GFI protected outlets** or GFI pigtailed. Flat cords and **frayed or damaged cords are not allowed on the jobsite.** Every effort should be made to keep all cords out of primary walkways either by elevating or by taping the cords to the floor in the hallway. **HCCO safety personnel have the authority to take faulty cords out of service by cutting the ends off.**
14. **Crane Signals** - Crane signalmen must know the proper hand signals. **Only one signalman** may give hand signals to the crane operator. The person rigging must be **trained and approved** to rig loads.

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This is only intended to be a partial list, which is not intended to include all safety rules and policies, which must be followed. (RmP-01/01/2009)

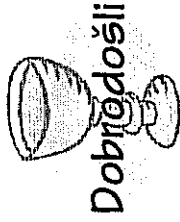
March 2009



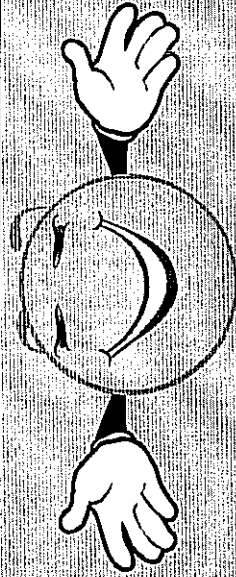
EXHIBIT H

Willkommen

Bienvenido



Dobrodošli



JANUARY 2009 EDITION

# WELCOME TO THE SANFORD HEALTH CONTRACTOR TRAINING PRESENTATION

CLICK MOUSE; HIT RETURN KEY; OR USE UP/DOWN KEYS TO NAVIGATE SLIDES

\*\*\*NOTE\*\*\* SOME SLIDES REQUIRE TWO CLICKS/RETURNS TO ADVANCE THE SLIDE OR ANIMATION

EXHIBIT H

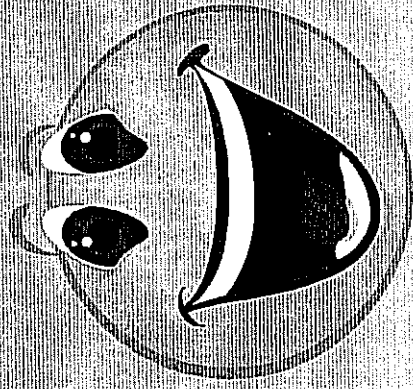
EXHIBIT H - March 2009



THE FOLLOWING PRESENTATION CONTAINS A  
LARGE AMOUNT OF VITAL INFORMATION.

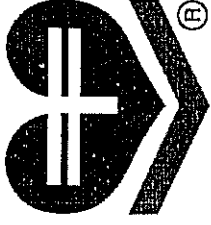
IT IS IMPERATIVE THAT YOU REMEMBER AS MUCH  
AS POSSIBLE OF WHAT YOU WILL SEE PRESENTED  
IN THIS TRAINING PROGRAM.

WE HAVE ATTEMPTED TO MAKE IT A LITTLE  
ENTERTAINING AS WELL AS EDUCATIONAL.



ENJOY!

(AND LEARN)



# Sanford

**\*\*\*NOTICE\*\*\***

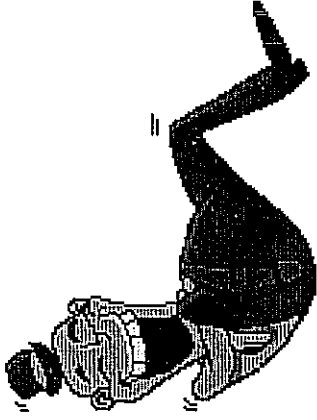
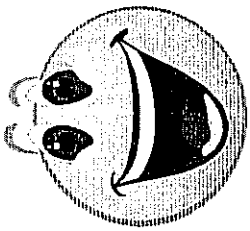
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**A 125 QUESTION ESSAY TEST WILL BE  
ADMINISTERED FOLLOWING THE COMPLETION OF  
THIS TRAINING PRESENTATION.**

**A PASSING SCORE OF 96% IS REQUIRED FOR THIS  
EXAMINATION.**

**IF YOU INCORRECTLY ANSWER MORE THAN FIVE QUESTIONS, YOU  
WILL BE BEATEN AND FIRED.**

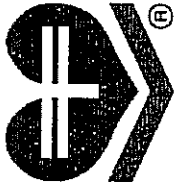




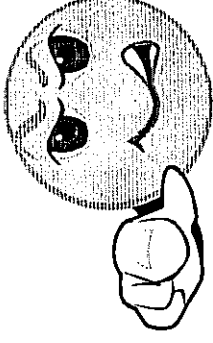
# (JUST KIDDING...)

(WE WANT TO MAKE SURE YOU ARE PAYING ATTENTION.)

OK, LET'S GET  
SERIOUS  
NOW....



Sanford



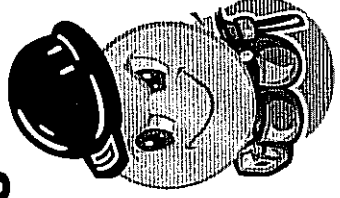
**\*\*\*<sup>(REAL)</sup>NOTICE\*\*\***

**A SHORT QUIZ WILL BE ADMINISTERED  
FOLLOWING THE COMPLETION OF THIS  
TRAINING PRESENTATION.**

**A PASSING SCORE OF 70% IS REQUIRED FOR  
THIS QUIZ.**

**(NO, YOU WILL NOT BE FIRED IF YOU FAIL, YOU JUST MAY NOT BE WORKING HERE AT SANFORD!)**

**PLEASE READ EVERY SLIDE. We realize that it is  
impossible to memorize all the information you  
will see here. Taking notes is recommended.**



**BUCKLE YOUR TOOLBELTS, HERE WE GO....**

WOW! A CASTLE!  
COOL!



WHAT DAY WAS THIS?  
I CAN NEVER FIND A  
PARKING SPOT!

# GUIDELINES FOR CONTRACTORS

**PRESENTED BY:**




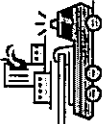




**SANFORD CONSTRUCTION SERVICES**

**CONSTRUCTION IN A HOSPITAL SETTING**

**WORKING SAFELY IS THE MOST IMPORTANT  
THING YOU WILL DO TODAY**

**WORKING IN A HOSPITAL HAS UNIQUE CHALLENGES YOU WILL NOT ENCOUNTER ELSEWHERE!**

# CONSTRUCTION ISSUES ENCOUNTERED IN A HOSPITAL ENVIRONMENT

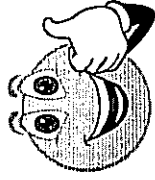
- SITE SAFETY PRACTICES 
- INFECTION CONTROL 
- SITE CONTAINMENT & FILTRATION 
- FIRE PROTECTION 
- PATIENT CONFIDENTIALITY 
- SECURITY 
- REGULATIONS AND DOCUMENTATION 
- STANDARDS OF BEHAVIOR 

THE FOLLOWING SLIDES WILL DISCUSS THE PROCEDURES WHICH MUST BE FOLLOWED  
DURING ANY CONSTRUCTION ACTIVITIES WITHIN SANFORD HEALTH FACILITIES.

ALL CONTRACTOR ACTIVITIES MUST ADHERE TO SOP S-019

# SITE SAFETY PRACTICES

➤ ALWAYS FOLLOW SAFETY PRACTICES AS DIRECTED IN SANFORD SOP #S-019 AND THOSE DICTATED BY YOUR COMPANY'S ESTABLISHED STANDARDS AND TRAINING



➤ KEEP A CLEAN, ORDERLY WORK SITE

➤ WEAR PERSONAL PROTECTIVE EQUIPMENT (PPE) WHEN REQUIRED

➤ KNOW THE LOCATION OF THE MSDS MANUAL AND KNOW THE MATERIALS YOU HANDLE

➤ BE FAMILIAR WITH YOUR WORK AND SURROUNDINGS

➤ KNOW WHERE YOU ARE CUTTING / DRILLING

➤ KNOW YOUR EMERGENCY PROCEDURES AND FOLLOW THEM EXACTLY

➤ ALWAYS KEEP A FIRE EXTINGUISHER CLOSE BY AND KNOW HOW TO USE IT

➤ ALWAYS KNOW WHERE THE NEAREST FIRE PULL STATION IS LOCATED

➤ KNOW THE FLAMMABILITY OF THE MATERIALS YOU HANDLE

➤ USE GOOD VENTILATION WHEN REQUIRED

➤ KEEP YOUR TOOLS IN GOOD WORKING ORDER

➤ FOLLOW LADDER SAFETY RULES

➤ KNOW THE SANFORD EMERGENCY OVERHEAD PAGE CODES

➤ FOLLOW ALL OSHA REGULATIONS

➤ ALWAYS PROTECT YOURSELF AND THOSE AROUND YOU.

# EMERGENCY PAGE CODES

\*\*\*UNDER REVISION\*\*\*

**Code Red (location):** This is the Fire Alarm code with the location of the alarm or fire. No response is required by contractors unless you caused the alarm. If this is the case, remain in the area and explain to hospital staff what was done to cause the alarm. All other contractors are directed not to use any elevator until the Code Red ALL CLEAR is paged.

**D-500 Disaster Alarm:** When this is paged, contractors are directed to stay in their work areas and out of the corridors. Contractors will not be allowed in or out of the buildings during this time. The Construction Manager will give further direction if necessary.

**Code Man:** This requires no response from contractors.

**Code Exit:** This indicates an infant, child or adult is missing with the number code at the end indicating the missing person's age. Hospital staff will monitor all exits. Contractors should search their immediate construction area if vacated of hospital personnel.

**Attention, Attention, Tornado Warning:** Indicates a need to move to lower areas away from windows.

**Code Blue/Code Green:** A medical emergency requiring hospital staff response.

**Emergency Response Team:** For medical emergencies involving construction workers inside campus facilities that occur in non-patient areas: Call 3-1234 to activate in-house response staff. If the injured worker cannot be moved, call 3-1234 AND 911. A person should be designated to meet the Community EMS team to escort them to the injured person's location. For medical emergencies at exterior construction sites, call 911 only to activate the community emergency medical personnel.

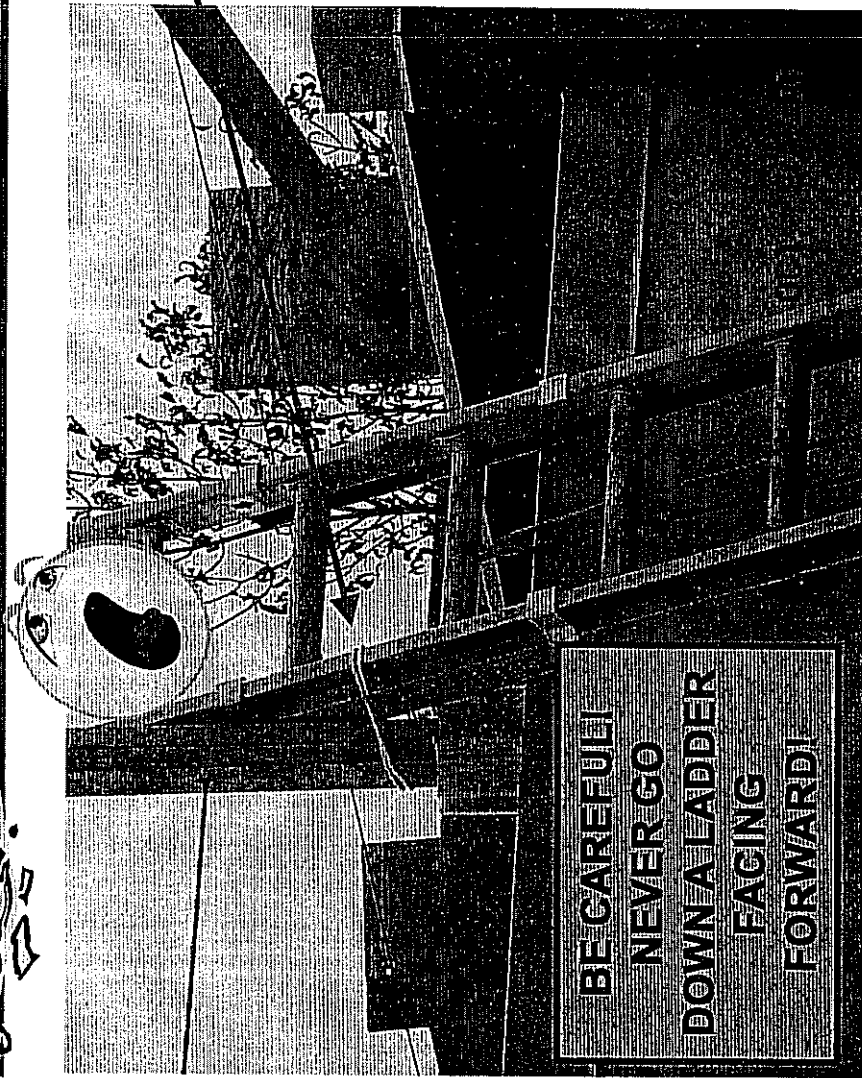
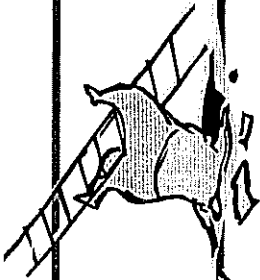
MEMORIZE THESE CODES AND BE AWARE OF WHAT YOU ARE TO DO WHEN THEY ARE PAGED!





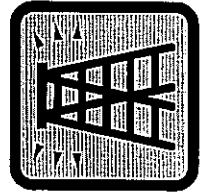
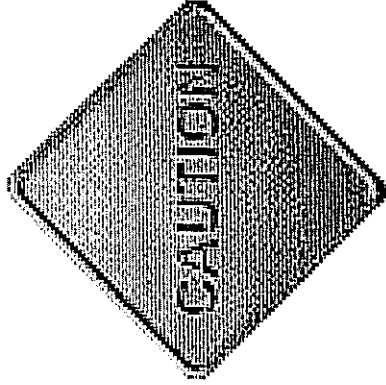


# LADDER SAFETY

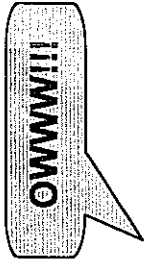


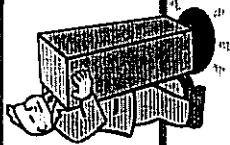
EXTENSION LADDERS SHOULD BE TIED OFF TO PREVENT ACCIDENTS

ALWAYS FOLLOW LADDER MANUFACTURER'S RECOMMENDATIONS AND YOUR COMPANY'S SPECIFIC GUIDELINES

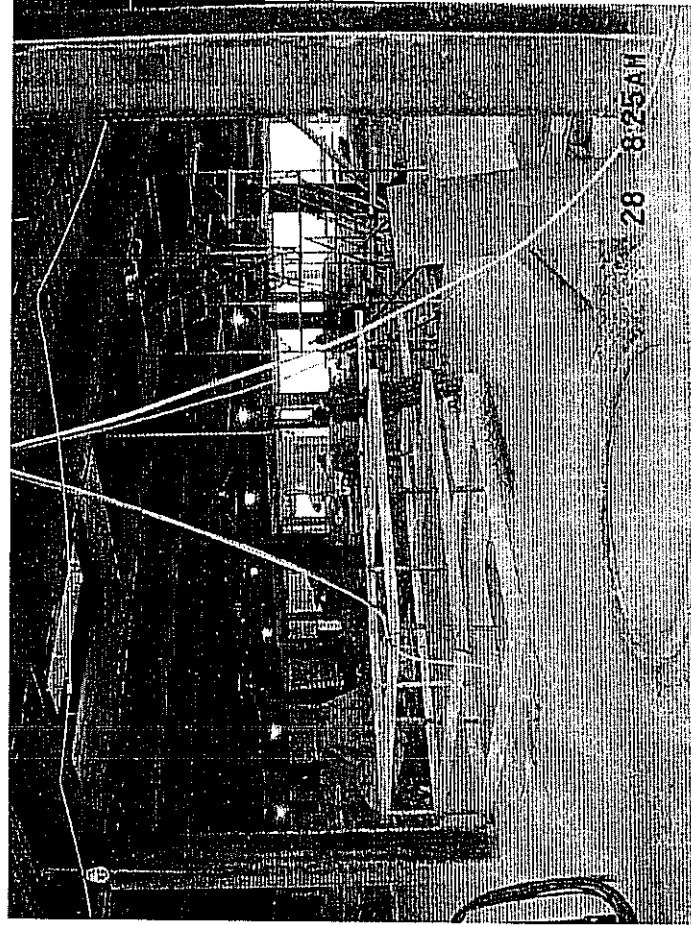
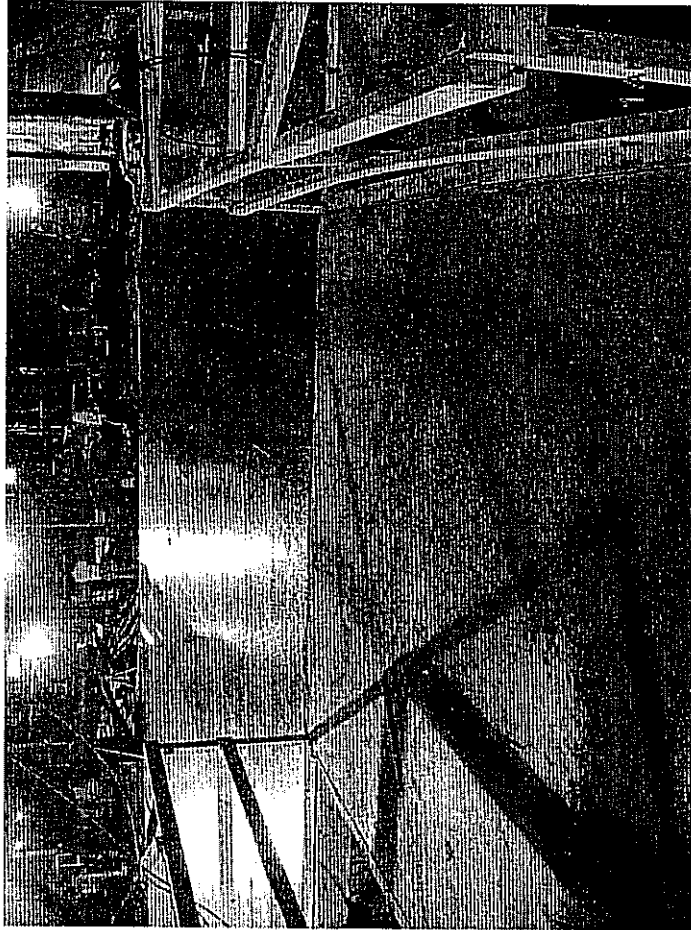


NEVER STAND ON A STEPLADDER ANY HIGHER THAN THE HIGHEST RECOMMENDED STEP

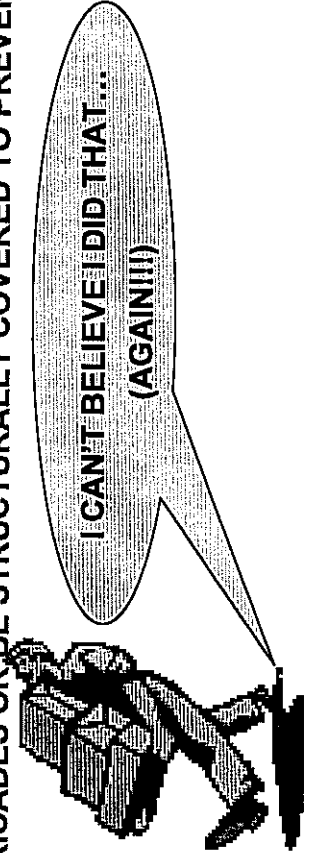
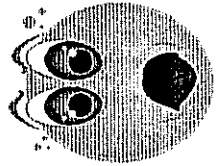




# FLOOR OPENINGS



FLOOR OPENINGS SHOULD ALWAYS HAVE BARRICADES OR BE STRUCTURALLY COVERED TO PREVENT FALLS.





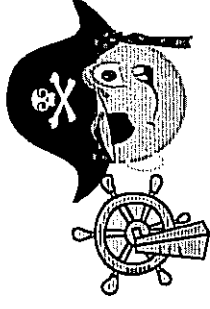
# ASBESTOS



ALL CONTRACTORS SHOULD BE FAMILIAR WITH AREAS WITHIN THE HOSPITAL THAT HAVE RESTRICTED ACCESS DUE TO ASBESTOS.

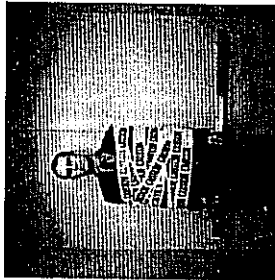
IF THE DEMOLITION OF A WORKZONE INDICATES THE POSSIBILITY OF ASBESTOS MATERIALS, STOP WORK AND CONTACT YOUR SUPERVISOR IMMEDIATELY.

THE CONTRACTOR SUPERVISOR SHOULD IMMEDIATELY CONTACT THE SANFORD CONSTRUCTION MANAGER TO DETERMINE THE PROPER COURSE OF ACTION BEFORE PROCEEDING WITH ANY FURTHER WORK IN THE AREA.



ARRGGH! YOU DON'T  
WANT A DEAD MAN'S  
CHEST!

# CONSTRUCTION AREA SIGNAGE



PROPER SIGNAGE IS REQUIRED IN CONSTRUCTION ZONES  
TO PROTECT ALL WHO COME NEAR OR ENTER.

## INSPECT DAILY!

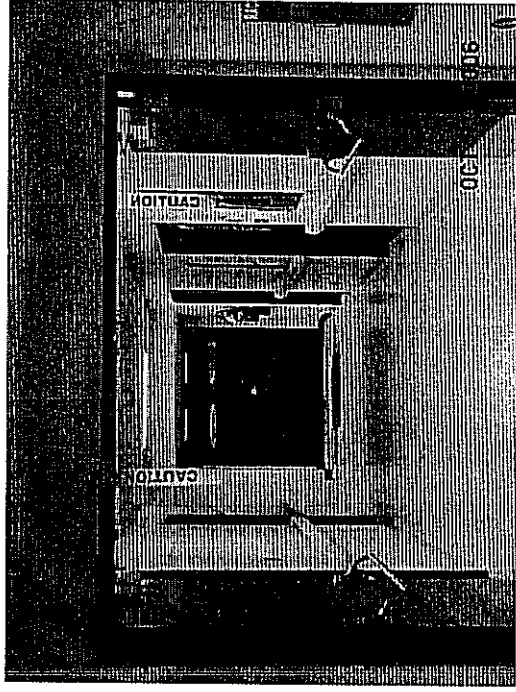
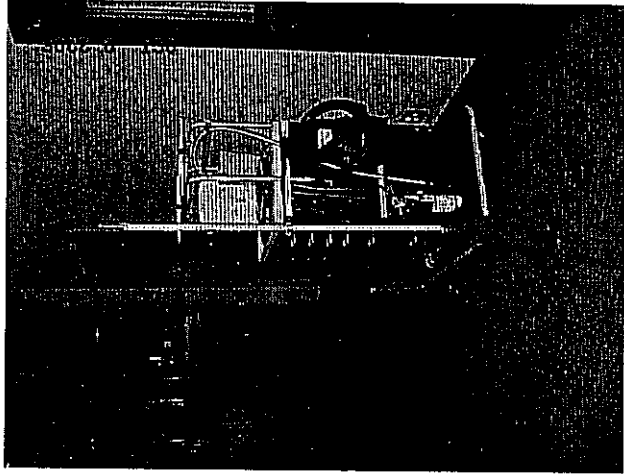
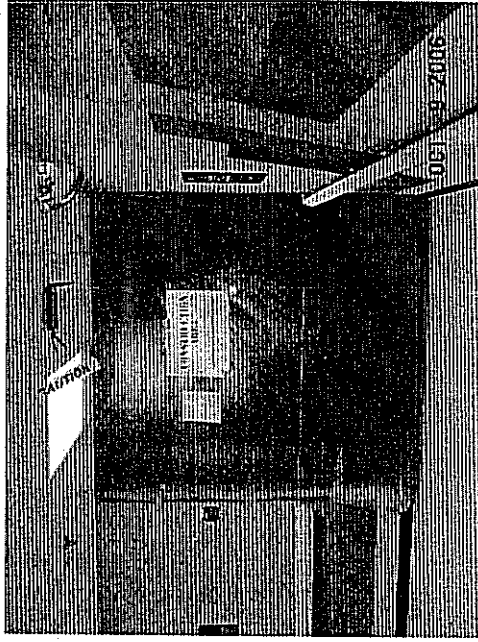
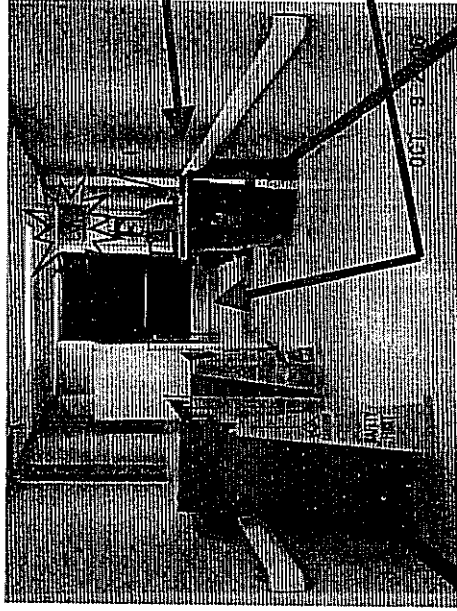
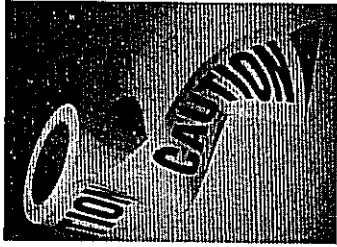


ENSURE THAT PROPER SIGNAGE GOES UP BEFORE THE PROJECT BEGINS AND STAYS UP UNTIL THE PROJECT HAS BEEN COMPLETED.

LIFE SAFETY EXITING REQUIREMENTS MUST BE MAINTAINED IN AND AROUND ALL WORKSITES.

# CORRIDOR ACCESS & WARNINGS

HOSPITAL CORRIDORS ARE TO BE KEPT CLEAR OF CARTS, LADDERS, AND TOOLS WHENEVER POSSIBLE. AT THE END OF THE WORKDAY YOU MUST REMOVE ANY ITEMS IN CORRIDORS OR EGRESS PATHWAYS. MAINTAIN AN UNOBSTRUCTED PATH TO AREA EGRESS POINT AT ALL TIMES.



ANY TIME WORK IS TO BE PERFORMED IN A PUBLIC OR STAFF AREA, SIGNAGE, CONES, CAUTION TAPE FLAGGING OR BARRICADES MUST BE INSTALLED WARNING OF THE WORK AREA.



# AWARENESS OF SURROUNDINGS

WHEN WORKING IN AN AREA, ALWAYS BE AWARE OF WHAT IS ABOVE, BELOW AND ON ALL SIDES OF YOUR WORKSPACE AND WHERE ALL SHUTOFF VALVES ARE LOCATED FOR THE AREA YOU ARE WORKING IN.

THERE IS ALWAYS THE POSSIBILITY THAT DEBRIS, TOOLS, OR SMALL PARTS CAN FALL THROUGH THE FLOOR, OR TRAVEL HORIZONTALLY TO OUTSIDE AREAS THROUGH EVEN SMALL OPENINGS.

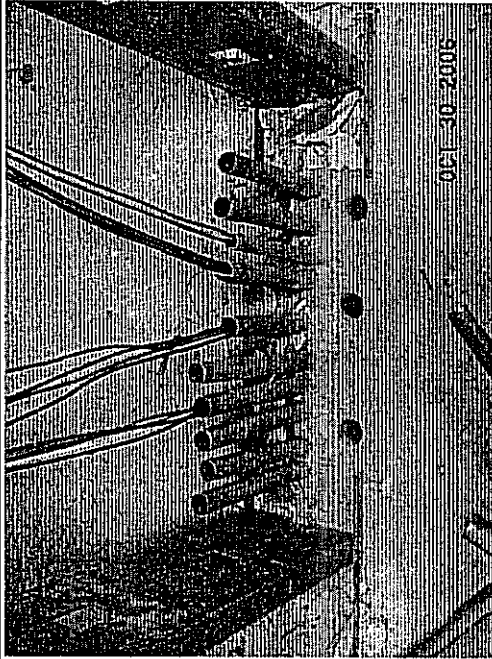
INSPECT BELOW YOUR AREA FOR DROP OR FALL HAZARDS AND CLOSE FLOOR OPENINGS AS SOON AS POSSIBLE.

IT IS ALSO POSSIBLE THAT SPARKS FROM GRINDING OR CUTTING, AND SLAG FROM CUTTING OR WELDING PROCEDURES CAN FIND THEIR WAY TO OTHER AREAS.

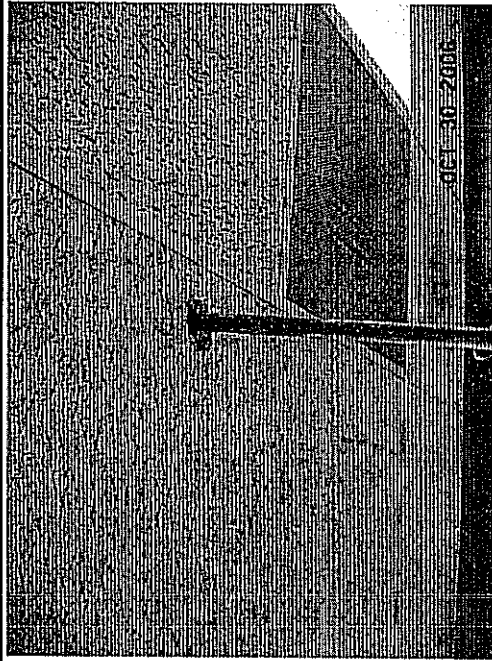
ANY TIME HOT WORK IS PERFORMED OR SPARKS ARE BEING CREATED, FIREWATCH PERSONNEL MUST BE STATIONED WHEREVER SPARKS OR SLAG COULD TRAVEL FOR A MINIMUM OF ONE HOUR AFTER HOT WORK IS COMPLETED.



**SPEAKING OF BEING AWARE OF SURROUNDINGS...THIS CAN HAPPEN SO EASILY....**

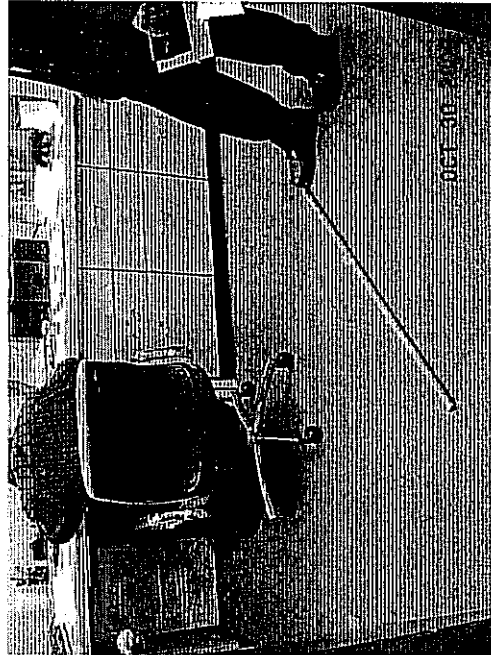


**DON'T LET  
THINGS  
FALL!!!**

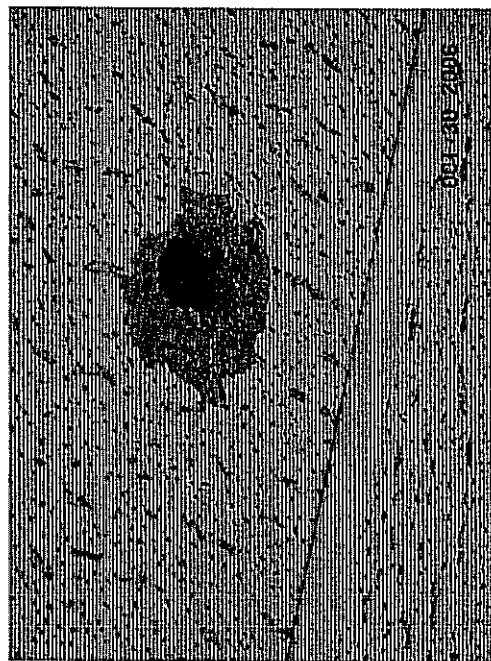


**DURING A DEMOLITION PROCEDURE IN AN AREA, CONDUIT WAS BEING REMOVED.**

**A SECTION OF CONDUIT CAME LOOSE BELOW THE FLOOR AND HAD SUFFICIENT VELOCITY TO PUNCTURE THE CEILING TILE AND ENTER INTO THE OFFICE BELOW NARROWLY MISSING A STAFF MEMBER .**



**LOOK  
ABOVE,  
BELOW  
AND ON  
ALL SIDES  
BEFORE  
YOU WORK!  
KNOW  
WHAT'S  
THERE**



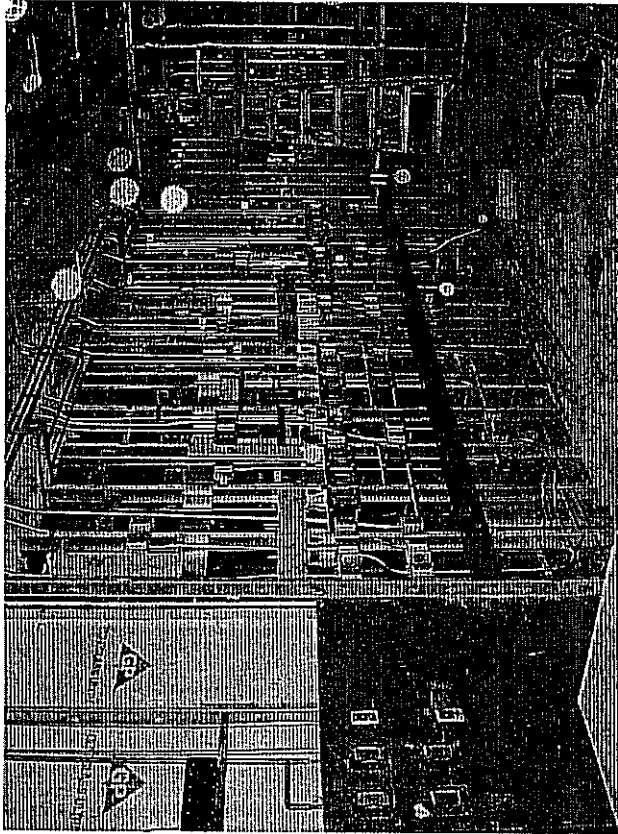
**IT'S SCARY TO THINK ABOUT WHAT COULD HAVE HAPPENED.....**

# HIDDEN UTILITIES

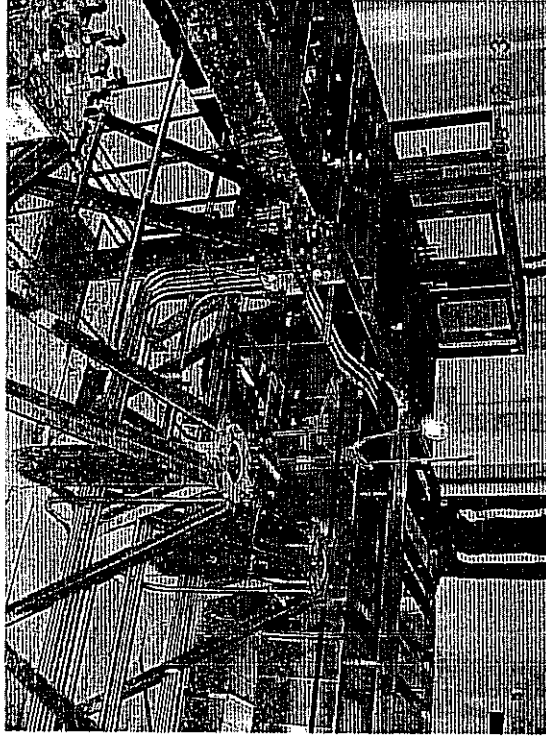
BLINDLY CUTTING OR DRILLING INTO A WALL OR CEILING CAVITY CAN CAUSE SERIOUS, OFTEN LIFE THREATENING CONSEQUENCES.

HOSPITAL WALLS CONTAIN VARIOUS VITAL MEDICAL GAS PIPINGS AS WELL AS ELECTRICAL AND DATA CIRCUITRY WHICH IS CONNECTED TO LIFE SUSTAINING EQUIPMENT.

IF JUST ONE OF THESE IS ACCIDENTALLY CUT,  
SOMEONE COULD DIE BEFORE REPAIRS COULD BE MADE.



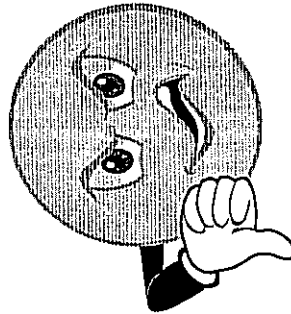
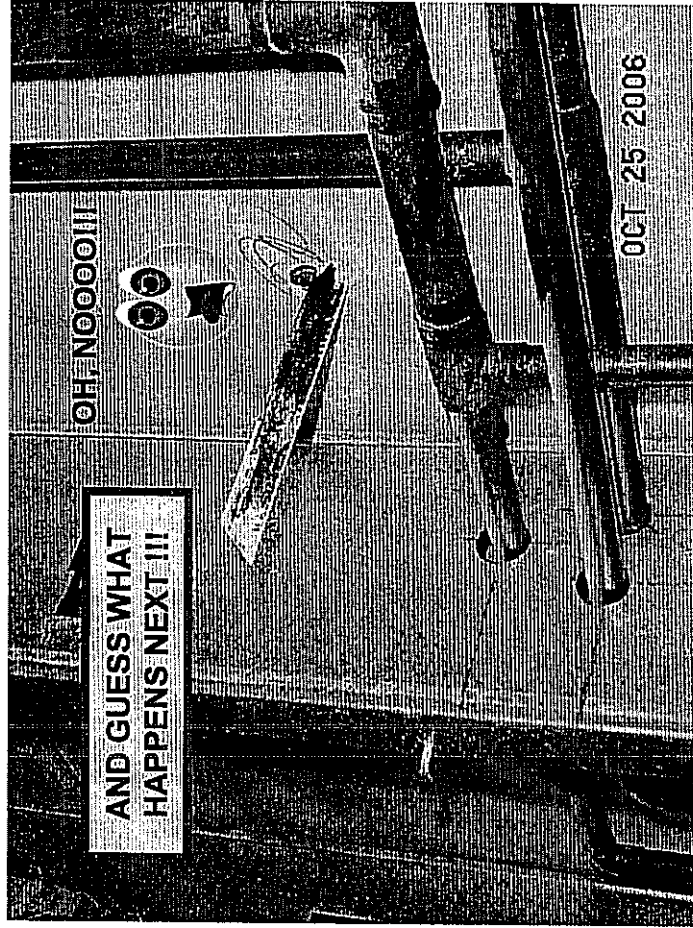
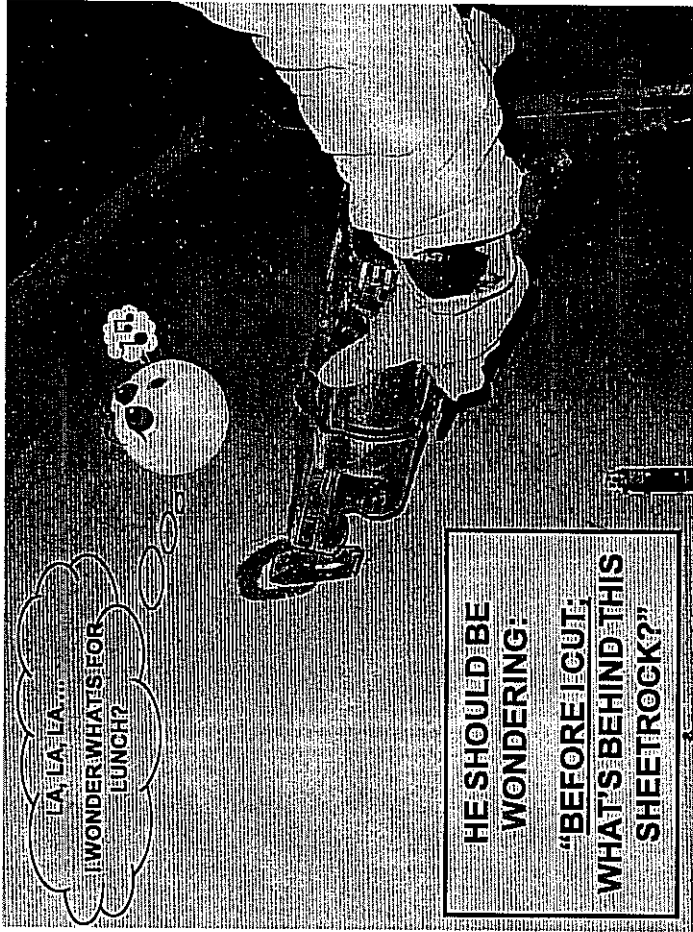
KNOW EXACTLY WHAT YOU ARE CUTTING INTO...  
BEFORE YOU BEGIN THE CUT !!!  
BE AWARE OF YOUR BLADE / BIT LENGTH !!!



KNOW WHAT'S  
BACK THERE!!!

# SIMULATED UTILITY DAMAGE DISASTER

ACCIDENTS SIMILAR TO WHAT IS DEPICTED HERE HAVE ACTUALLY OCCURRED CAUSING A COMPLETE HOSPITAL SYSTEM FAILURE AND CREATING AN EMERGENCY SITUATION FACILITY WIDE.



TRUST ME...



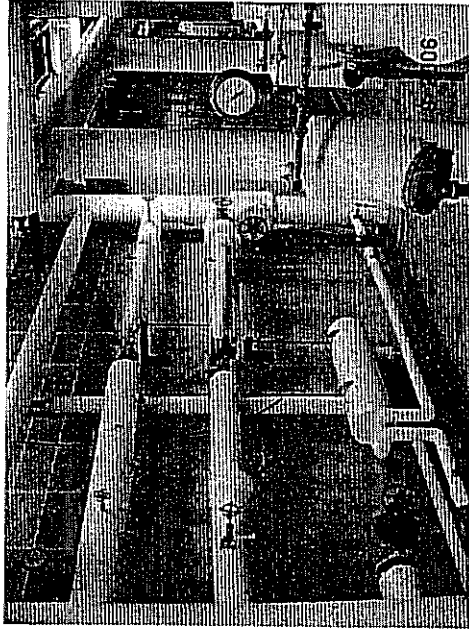
##\$&%@##&%!!!

YOU DON'T **EVER** WANT TO HAVE TO STAND IN THE OFFICE AND EXPLAIN HOW YOU DAMAGED A HOSPITAL SYSTEM AND CREATED A LIFE-THREATENING EMERGENCY CONDITION!!!

# OTHER HAZARDS TO WATCH FOR

ANY "OOPS" IN THIS FACILITY CAN RUIN YOUR DAY  
(AND A LOT OF OTHER PEOPLE'S DAY AS WELL)

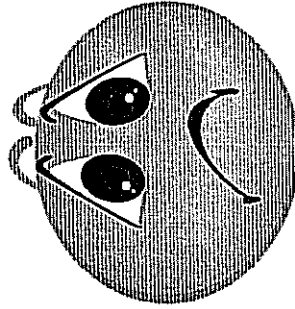
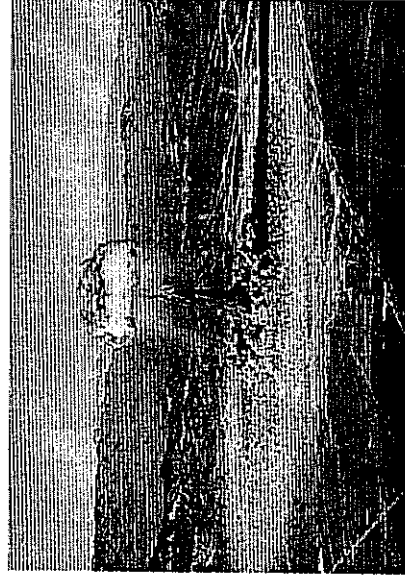
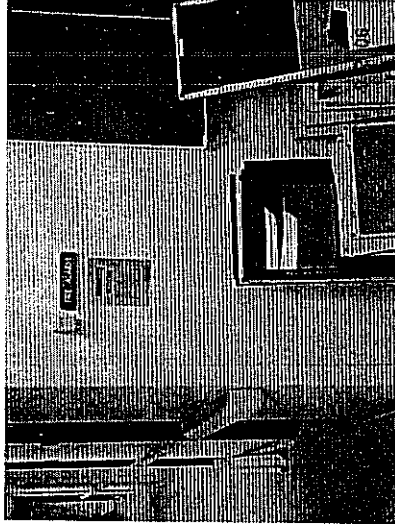
VALVES AND CONTROLS



SPRINKLER HEADS



PULL BOXES

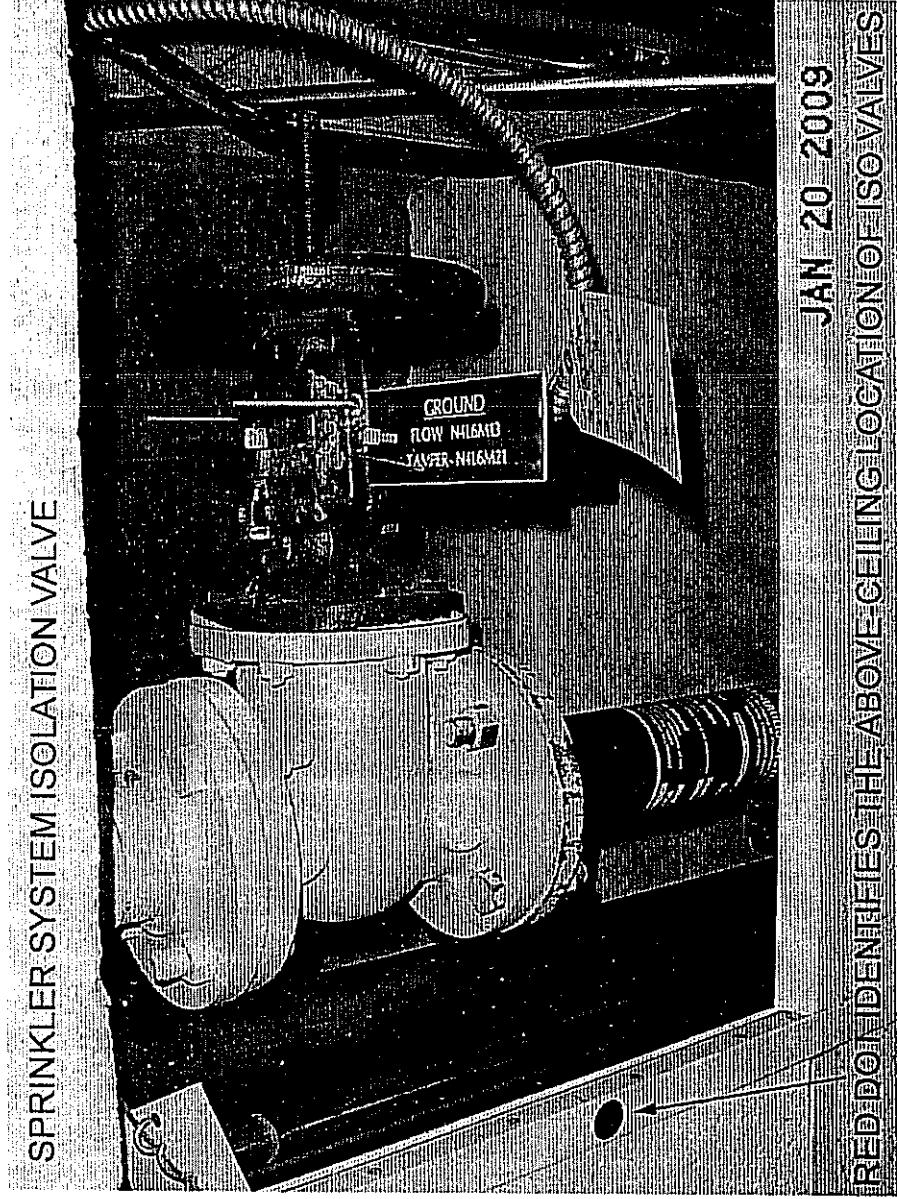


UH-OH.....

ALWAYS BE AWARE OF THE AREA AND DEVICES AROUND YOU.  
THE CONSEQUENCES OF DAMAGING, DISABLING, OR ACTIVATING ONE OF THEM CAN BE SERIOUS....



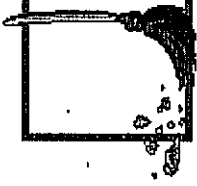
# SPRINKLER ISOLATION VALVES



**BEFORE WORKING IN AN AREA WHERE SPRINKLER HEADS OR PIPING COULD BE DAMAGED, VERIFY THE LOCATION OF THE ISOLATION VALVE TO SHUT OFF FLOW TO YOUR WORK AREA. YOU NEED TO BE ABLE TO FIND THIS VALVE FAST!**







# INFECTION CONTROL

INFECTION CONTROL IS ONE OF THE MOST IMPORTANT FACTORS WE DEAL WITH WHEN DOING CONSTRUCTION WORK WITHIN A HOSPITAL. MANY OF OUR PATIENTS ARE IMMUNO-SUPPRESSED, WHICH MEANS THEY ARE HIGHLY PRONE TO INFECTION. THE SLIGHTEST CONTAMINATION WITH CONSTRUCTION DUST CAN PROVE HARMFUL.

ALWAYS FOLLOW INFECTION CONTROL PRACTICES AS DIRECTED IN S.O.P. #S-019

ERECT PROPER CONTAINMENTS; INSPECT & MAINTAIN THEM **CONSTANTLY**

(If something comes loose, or opens up, STOP what you are doing and repair it.)

USE NEGATIVE AIR MACHINES TO CONTROL AIRBORNE PARTICLES

USE WALK-OFF MATS AND KEEP THEM DAMP

BE FAMILIAR WITH YOUR WORK AND SURROUNDINGS

USE BOOTIES AND COVERALLS WHEN DIRECTED

CONTACT THE SANFORD CONSTRUCTION MANAGER WITH QUESTIONS OR CONCERNS

EACH CONSTRUCTION PROJECT IS ASSIGNED A RISK CATEGORY. THE REQUIRED CONTAINMENTS AND PROTECTIONS ARE SPECIFICALLY DESCRIBED IN SOPS 019. FOLLOW THESE PROCEDURES EXACTLY FOR THE CATEGORY OF YOUR PROJECT.

**YOUR CONTAINMENTS MUST BE INSPECTED AND APPROVED BY THE SANFORD CONSTRUCTION MANAGER BEFORE DEMOLITION OR CONSTRUCTION BEGINS**

# BODY SUBSTANCES



I DON'T  
FEEL SO  
GOOD!

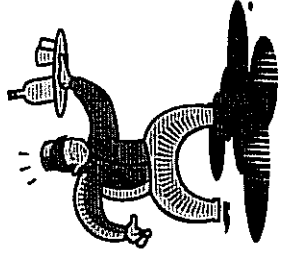
## HUMAN BODY SUBSTANCES COULD CARRY GERMS THAT CAN BE HARMFUL.

YOU MAY AT SOME POINT SEE WHAT MIGHT BE BODY  
SUBSTANCES.



### TO ENSURE YOUR SAFETY:

- ✓ AVOID DIRECT CONTACT WITH ANY SUSPECTED BODY SUBSTANCE
- ✓ PLACE A BARRICADE OR SIGN BY THE SUBSTANCE TO WARN OTHERS TO AVOID CONTACT.
- ✓ CONTACT SANFORD ENVIRONMENTAL SERVICES PROMPTLY TO CLEAN AND DISINFECT THE AREA.



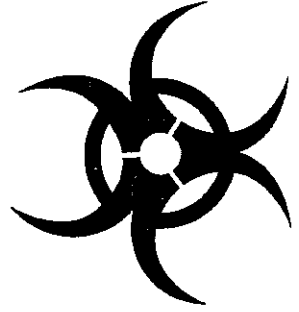
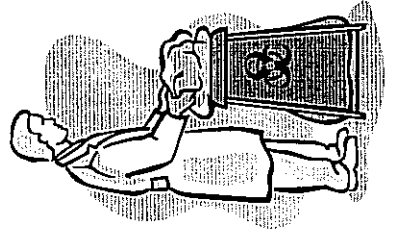
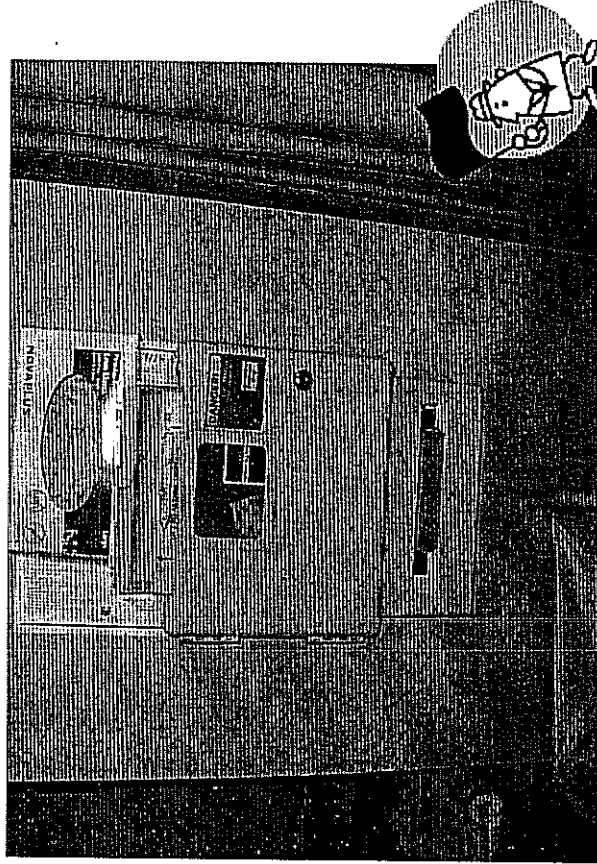


# SHARPS & BIOHAZARDS



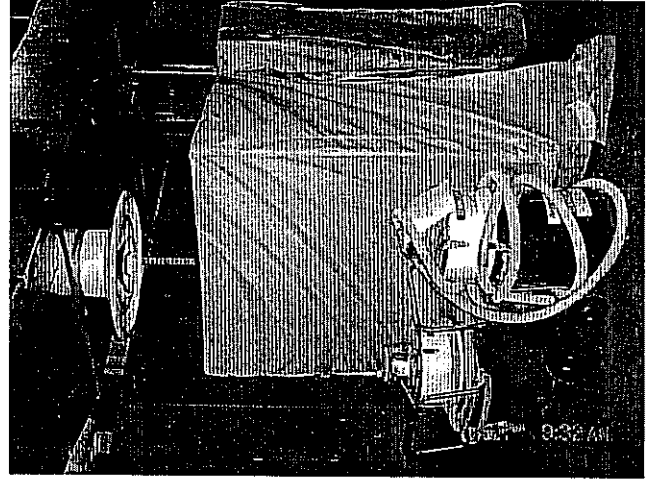
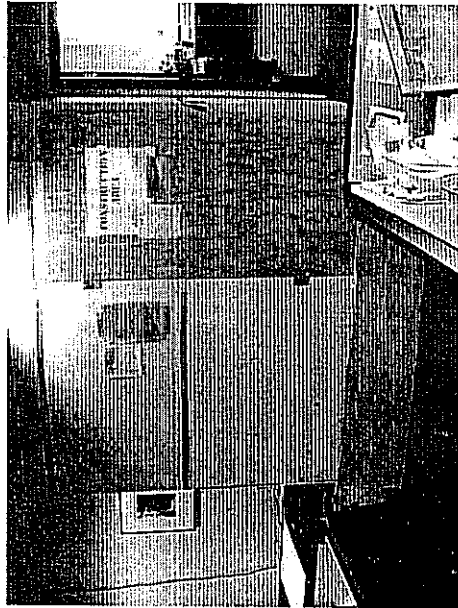
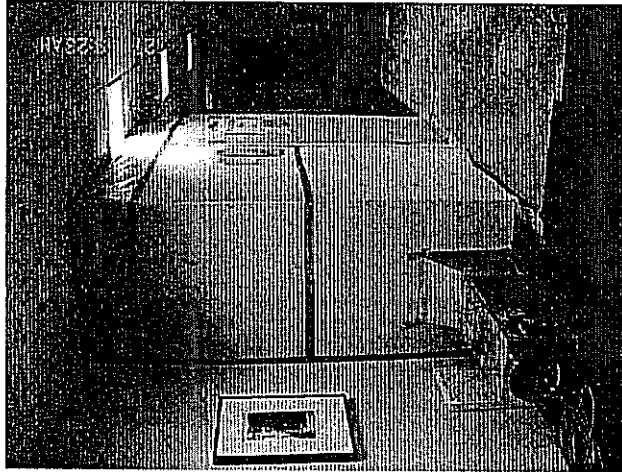
**DURING DEMOLITION OR REMODELING, YOU MAY ENCOUNTER A SHARPS OR BIOHAZARD CONTAINER WITH USED SYRINGES OR OTHER POTENTIALLY HAZARDOUS ITEMS IN THEM.**

- 1. CONTACT SANFORD ENVIRONMENTAL SERVICES TO HAVE THE INNER CONTAINER REMOVED.**
- 2. ONCE THE INNER CONTAINER HAS BEEN REMOVED, SHARPS CABINETS CAN BE REMOVED FROM THEIR MOUNTING LOCATION.**
- 3. SPECIAL DISPOSAL IS REQUIRED, SO DO NOT DISCARD SHARPS BIOHAZARD CONTAINERS UNLESS YOU ARE TOLD TO DO SO.**



**WHEN  
YOU SEE  
THIS  
SYMBOL...  
BEWARE!**

# DUST CONTAINMENT

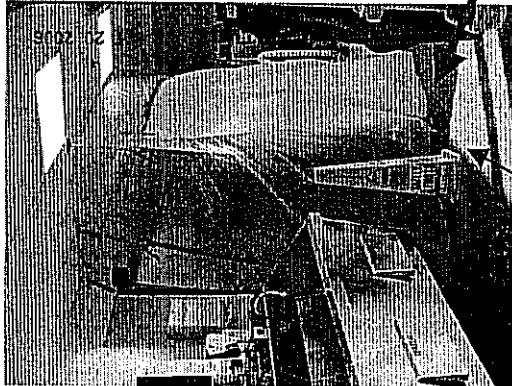


THE PHOTOS ABOVE REPRESENT THE PROPER CONTAINMENT OF AN AREA UNDER CONSTRUCTION WITH SIGNAGE AND NEGATIVE AIR EQUIPMENT IN PLACE, FLOORING PROTECTED, WALK-OFF MAT IN PLACE, ETC.

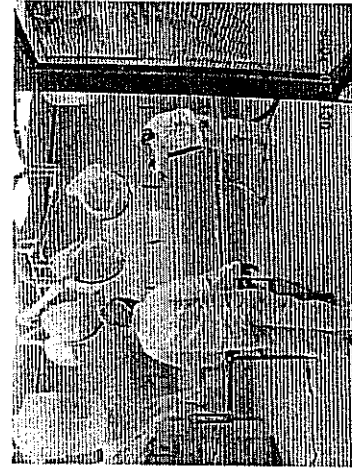
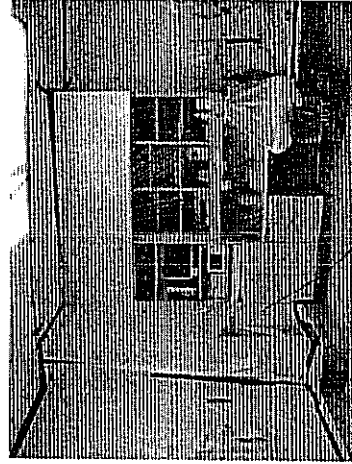
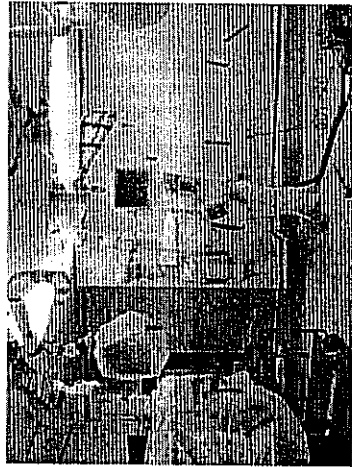
WALKOFF MATS MUST BE KEPT MOIST AT ALL TIMES, AND CLEANED REGULARLY!

THE PHOTO TO THE RIGHT SHOWS CONTAINMENT UNITS USED WHEN WORKING A SMALL AREA ABOVE A REMOVED CEILING TILE.

# DUST CONTAINMENT DETAILS



**CORRIDOR  
CONTAINMENT FOR  
ENTERING / LEAVING  
THE WORKZONE**

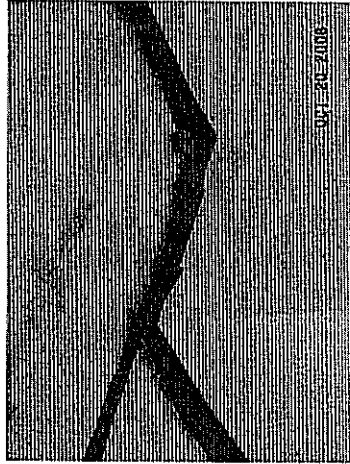


**TIGHT DUST CONTAINMENTS ARE CRUCIAL TO ANY  
PROJECT TAKING PLACE IN THIS FACILITY.**

**THESE PHOTOS REPRESENT CONTAINMENTS USED IN A  
STERILE ROOM UNDERGOING FLOOR WORK.**

**DO YOU SEE WHAT'S WRONG IN THIS PICTURE???**  
**LOOK CAREFULLY...**  
**THIS WORK AREA IS UNDER A POSITIVE PRESSURE CONDITION**  
**(THE PLASTIC IS BULGING OUTWARDS...)**  
**IT SHOULD BE UNDER NEGATIVE PRESSURE!!!**

**ALWAYS BE ALERT FOR TEARS OR LOOSE TAPE SEALS...REPAIR IMMEDIATELY.**



**DON'T ALLOW DUST  
TO ESCAPE YOUR  
CONTAINMENTS!**



# DEBRIS TRANSPORT

CONSTRUCTION DEBRIS MUST BE TRANSPORTED IN COVERED CARTS OR TUBS.



1. FOLLOW THE ROUTES DESIGNATED FOR THE PROJECT.
2. CART MUST BE FULLY COVERED, CONTAINING ALL DUST FROM ESCAPING.
3. MAKE SURE CARTS & WHEELS ARE CLEAN BEFORE ROLLING INTO A FINISHED AREA.

# NOISE / ODOR / VIBRATION

OTHER CONSIDERATIONS FOR CONTAINMENT ARE:



NOISE



ODOR / FUMES



VIBRATION

WHEN CONDUCTING ANY ACTIVITIES WHICH MAY INTRODUCE THESE INTO THE HOSPITAL ENVIRONMENT, ALL MEASURES SHOULD BE USED TO ELIMINATE, OR AT LEAST MINIMIZE THE OCCURRENCE OF THESE ISSUES.

NOISE: WHENEVER POSSIBLE; CUT, DON'T POUND. DON'T DROP OR THROW TOOLS, DUCTWORK, PIPES OR OTHER DEBRIS

ODOR / FUMES: VENTILATE THESE TO THE BUILDING EXTERIOR WHENEVER POSSIBLE. UTILIZE CARBON FILTERS IF NEEDED.

VIBRATION: MINIMIZE BY WHATEVER MEANS POSSIBLE.

ALWAYS CHECK WITH THE NEARBY HOSPITAL STAFF IN THE UNIT, AND ABOVE AND BELOW AND BESIDE THE UNIT, AND WITH THE SANFORD CONSTRUCTION MANAGER

WELL IN ADVANCE BEFORE A DISRUPTIVE CONSTRUCTION OR DEMOLITION OPERATION WILL BE STARTED, TO ENSURE THAT IT WILL NOT AFFECT THE CARE OF PATIENTS OR THE OPERATION OF THE STAFF.

IN SOME CASES, THESE TYPES OF ACTIVITIES MAY NEED TO BE APPROPRIATELY SCHEDULED SO THAT DISRUPTION IS REDUCED.

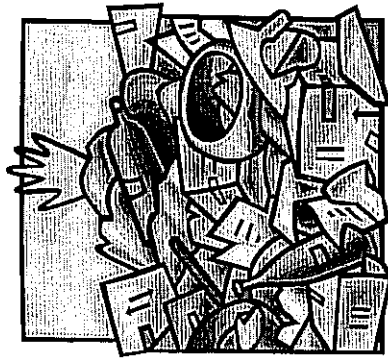
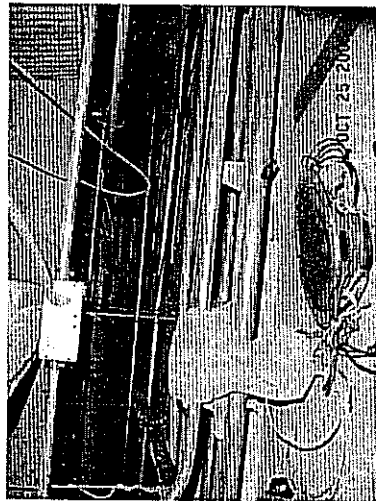
# CEILING CAVITIES



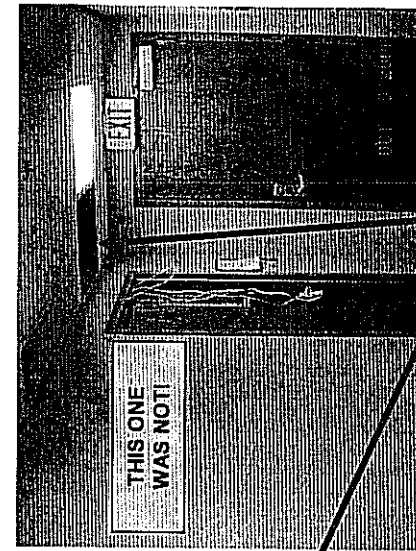
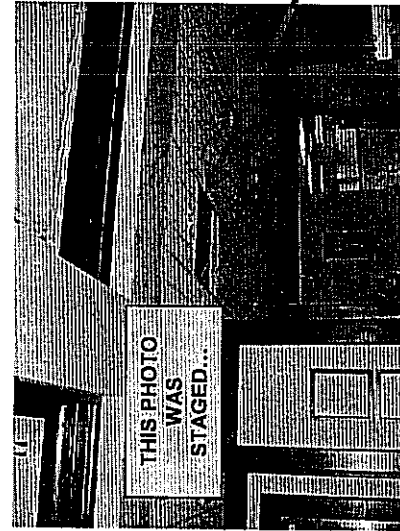
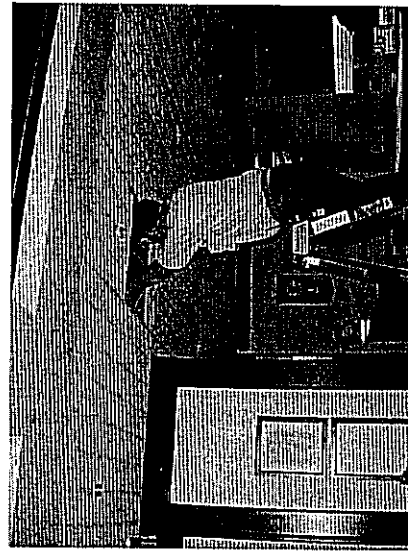
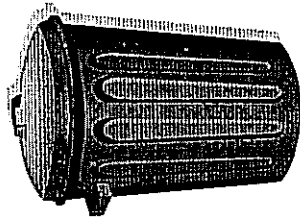
WE DON'T LIKE TO FIND THIS WHEN WE OPEN UP A CEILING!

CEILING CAVITIES MUST BE KEPT FREE OF DEBRIS.

REMOVE ALL DEBRIS AND VACUUM DUST FROM TOP OF CEILINGS UPON COMPLETION OF WORK.



PUT THIS STUFF WHERE IT BELONGS... IN THE TRASH CAN!



NEVER LEAVE AN OPEN CEILING UNATTENDED, OR CABLING HANGING DOWN.

ALL CEILING TILES MUST BE REPLACED AS SOON AS THE WORK ABOVE IS COMPLETE. IF YOU HAVE TO LEAVE THE AREA TO RETURN LATER, RE-INSTALL THE REMOVED TILE(S) BEFORE LEAVING THE AREA.

WHEN RUNNING CABLING, NO MORE THAN (3) TILES SHOULD BE REMOVED AT A TIME TO KEEP OPEN CEILINGS TO A MINIMUM.



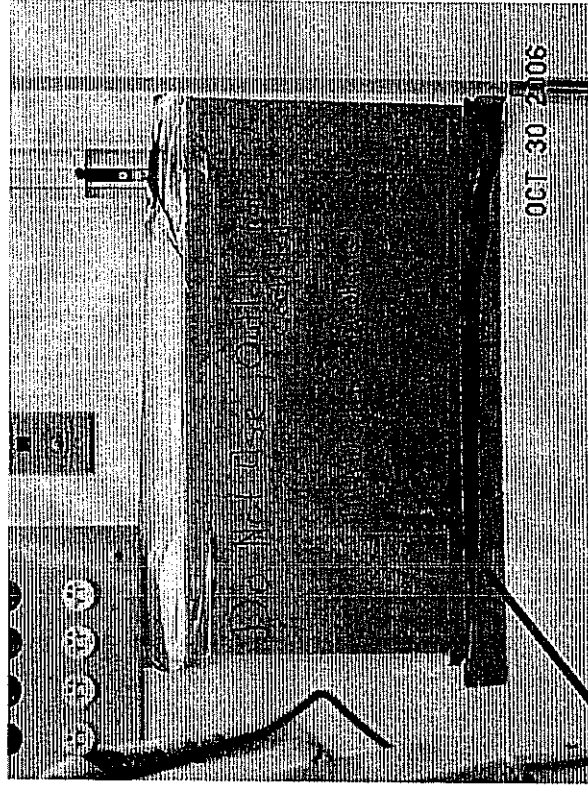
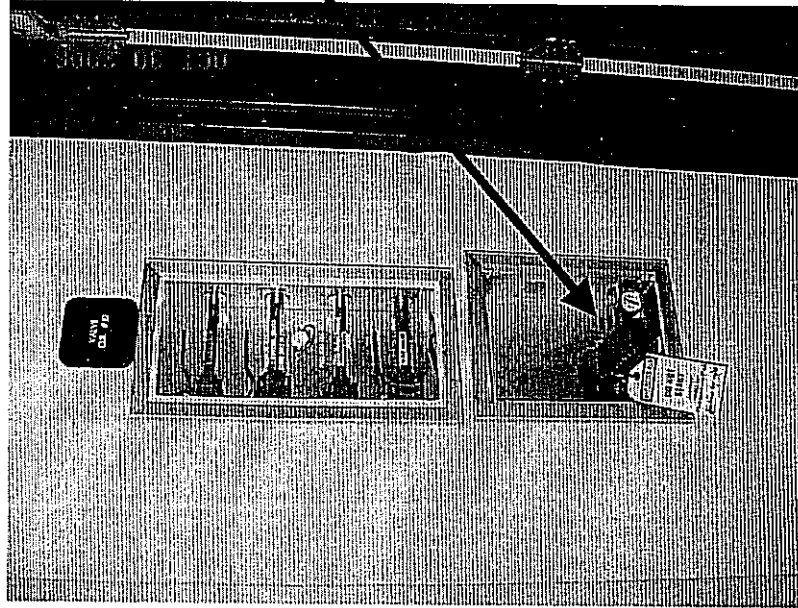
# MEDGAS SHUTOWNS



THE SANFORD CONSTRUCTION MANAGER MUST BE INFORMED PRIOR TO ANY MEDGAS SHUTDOWNS WHICH NEED TO OCCUR.

MEDGAS SYSTEMS MUST BE RE-CERTIFIED ANY TIME MODIFICATIONS ARE MADE; PRIOR TO PATIENT USE.

**ZONE VALVE BOX SHOULD HAVE A LOCKOUT APPLIED TO PREVENT ACTIVATING THE LINES PRIOR TO PURGING / TESTING**



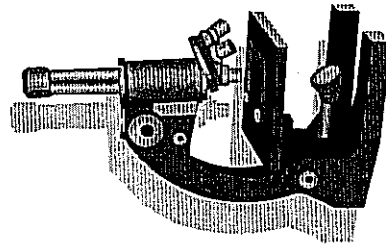
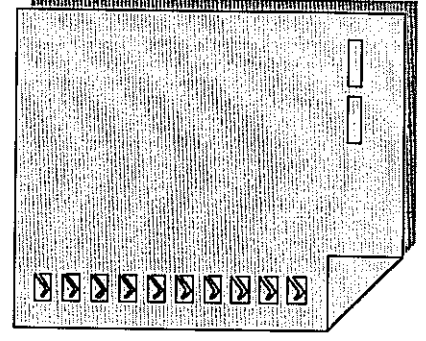
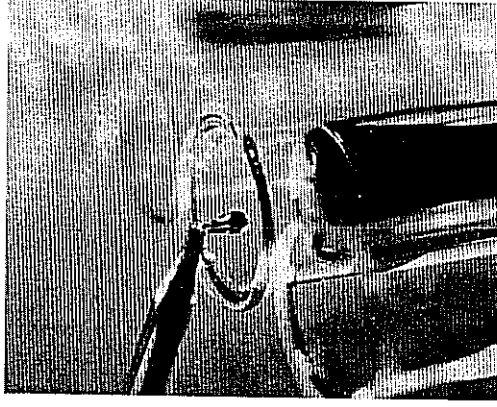
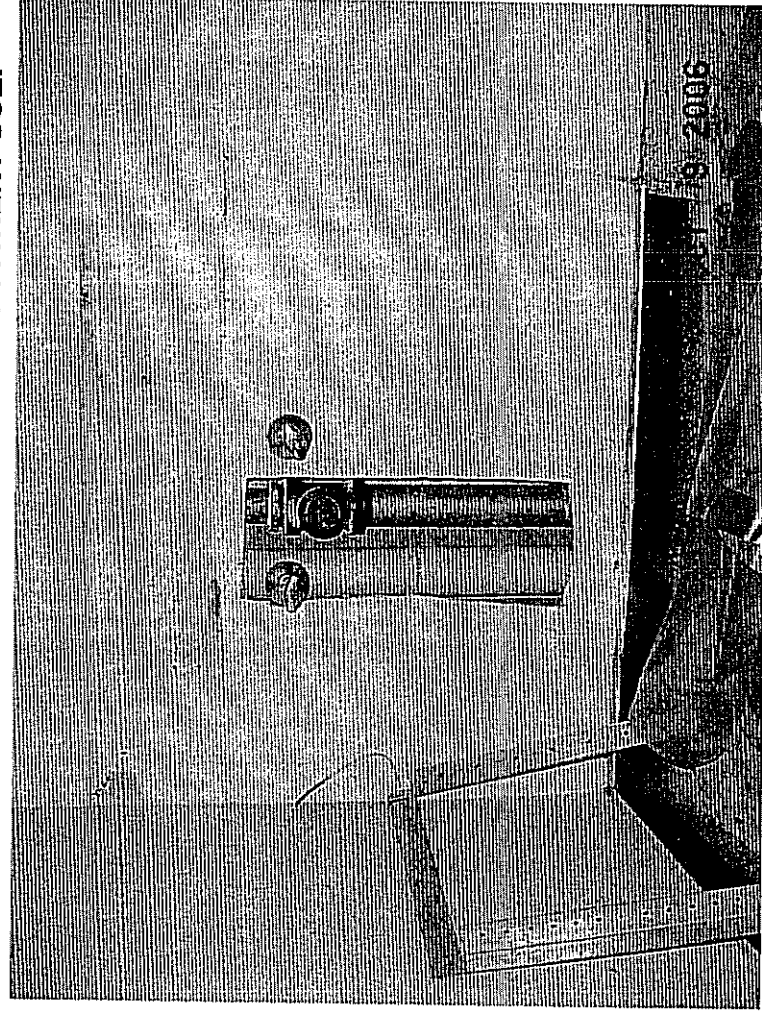
ALL MODIFIED GAS WALL OUTLETS MUST BE TAPED OFF PRIOR TO CERTIFICATION TO ENSURE THAT THEY ARE NOT USED BEFORE THEY ARE CERTIFIED AS SAFE.

# DOMESTIC WATER MODIFICATIONS



THE SANFORD CONSTRUCTION MANAGER MUST BE INFORMED PRIOR TO ANY WATER SHUTDOWNS WHICH NEED TO OCCUR.

DOMESTIC WATER SYSTEMS MUST BE SANITIZED AND TESTED ANYTIME MODIFICATIONS ARE MADE PRIOR TO PATIENT USE.



TESTING RESULTS MUST BE SUBMITTED TO THE SANFORD CONSTRUCTION MANAGER PRIOR TO THE USE OF THE DOMESTIC WATER SYSTEM.



# INTERMISSION



**YOU'RE DOING GREAT!!!**



**CONGRATULATIONS! YOU MADE IT HALFWAY AND DIDN'T FALL ASLEEP!**



**WHAT???!?**

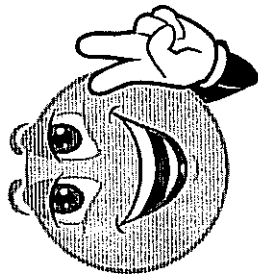
**ONLY HALFWAY???**

**TAKE A BREAK IF YOU NEED TO...**

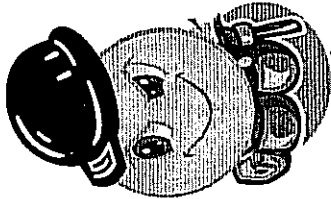
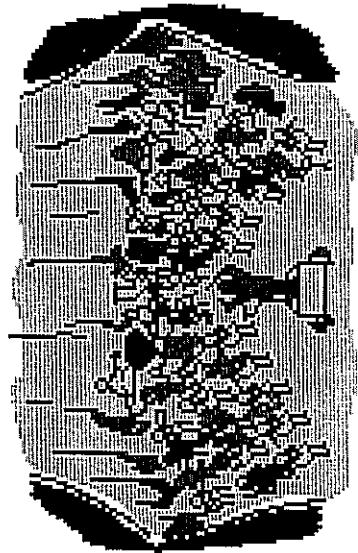


**(YOU BIG WIMP)**

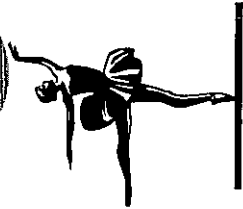
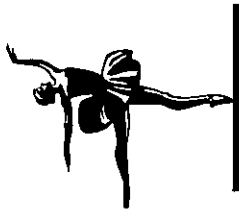
**(THEY USED TO SAY "SMOKE 'EM IF YOU'VE GOT 'EM" BUT TIMES HAVE CHANGED ....)**



**CLICK OR HIT RETURN TWICE WHEN READY TO CONTINUE ON....**



**LET'S  
GO!  
I'M  
READY!!!**







# WATER INCURSION

THE FOLLOWING TEXT IS DIRECTLY TAKEN FROM SOP S-019:

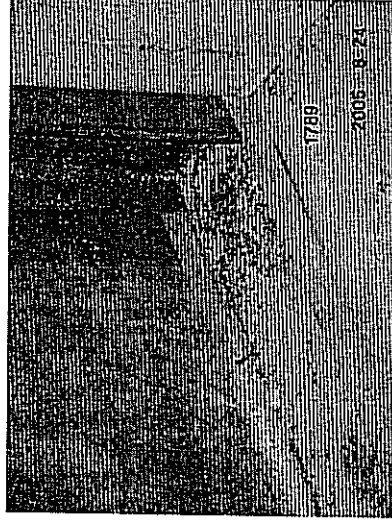
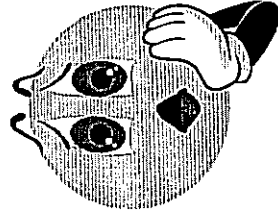
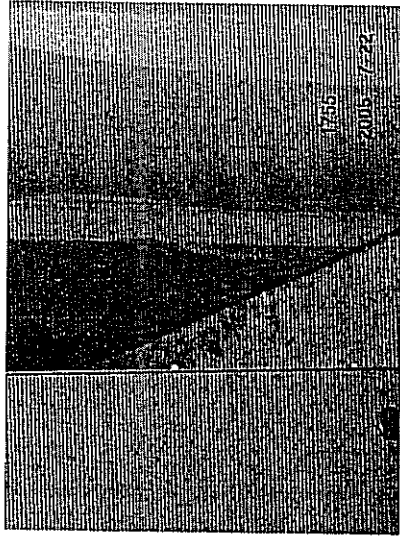
## D. WATER DAMAGE/INCURSION

- Water damaged surfaces and construction materials must be dried promptly to prevent the growth of mold/fungus. If this does not occur, mold/fungus will contaminate the environment when work with the materials begins.
- All water damage must be addressed immediately so that it completely dries within 48 hours. Vinyl wall coverings on wall board must be lifted from the wet areas to allow the wall board beneath to dry. If only plaster is beneath the vinyl, this does not apply.
- Fans and dehumidifiers may be used if approved by Maintenance Supervisor.
- Assure that thorough drying has occurred by use of a water meter.
- If the surfaces are not completely dried within 48-72 hours, the materials will need to be discarded and replaced.

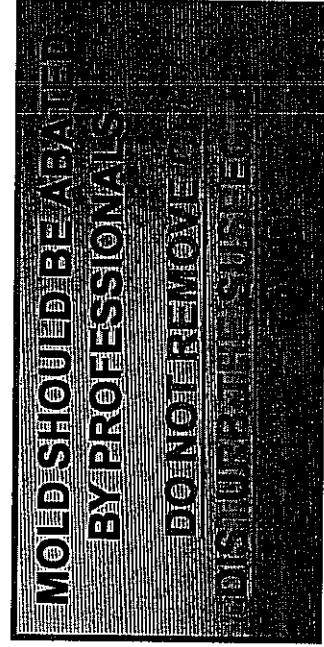


- **WATER INCURSION CAN CAUSE THE RAPID GROWTH OF MOLDS, BACTERIA, AND FUNGI THAT CAN BE DANGEROUS TO PATIENTS, VISITORS AND STAFF.**
- **ABATEMENT OF WATER DAMAGED MATERIALS IS EXPENSIVE.**
- **SEAL ALL PENETRATIONS TO THE BUILDING EXTERIOR TO PREVENT MOISTURE DAMAGE AND PROVIDE SECURITY.**
- **REPORT WET BUILDING MATERIALS OR SUSPECTED MOLD TO THE SANFORD CONSTRUCTION MANAGER IMMEDIATELY.**

# IF MOLD IS SUSPECTED...

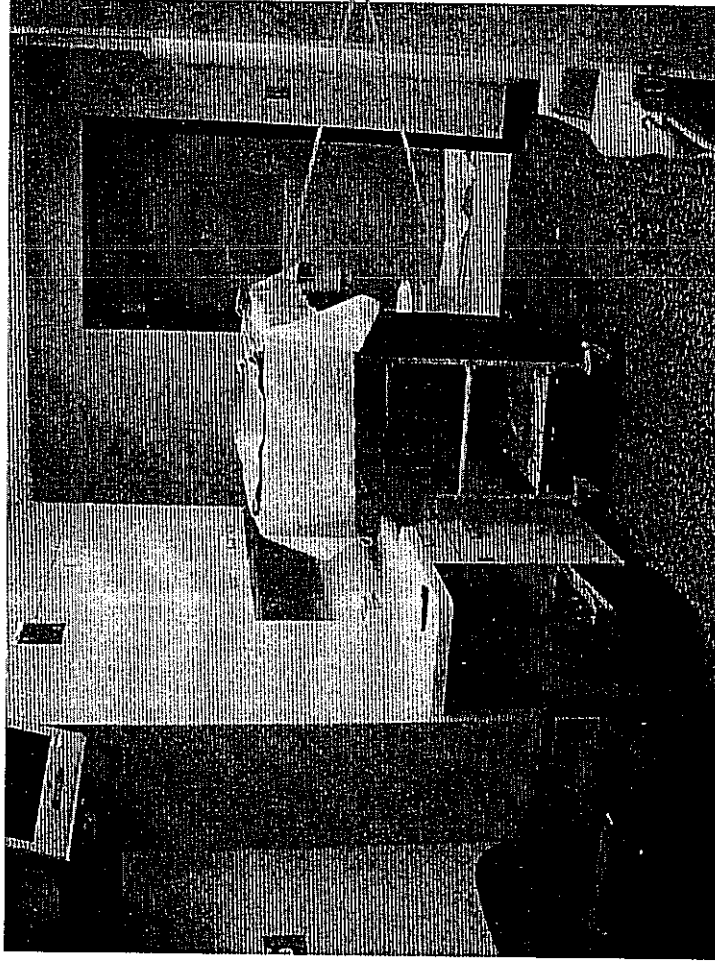


**REPORT SUSPECTED MOLD TO THE SANFORD CONSTRUCTION MANAGER.**  
**IN ORDER TO PREVENT UNDUE ALARM, DO NOT REPORT SUSPECTED MOLD**  
**TO ANY STAFF MEMBERS IN THE UNIT OR IMMEDIATE AREA.**



# CLEANING

CLEAN WORK AREAS AT THE END OF THE WORK DAY IF HOSPITAL PERSONNEL ARE TO OCCUPY THE AREA.



REMOVE CARTS,  
TOOLS, MATERIALS,  
ETC.  
VACUUM AND WIPE  
DOWN THE AREA TO  
REMOVE ANY  
LINGERING DUST.

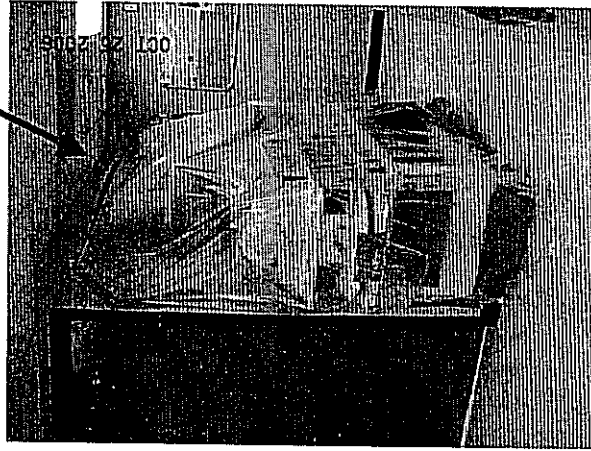
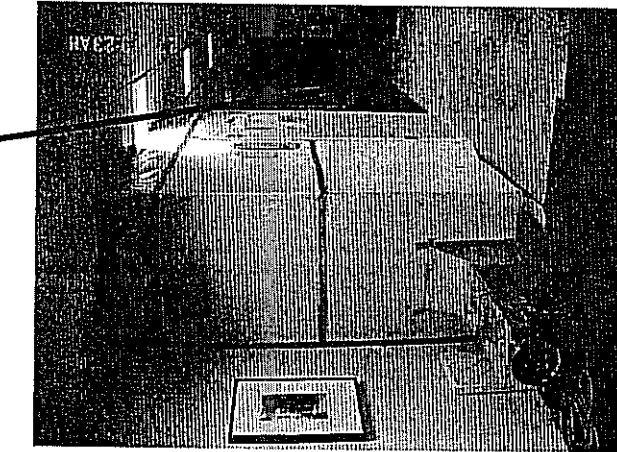


# PROTECTION OF FINISHES / EQUIPMENT

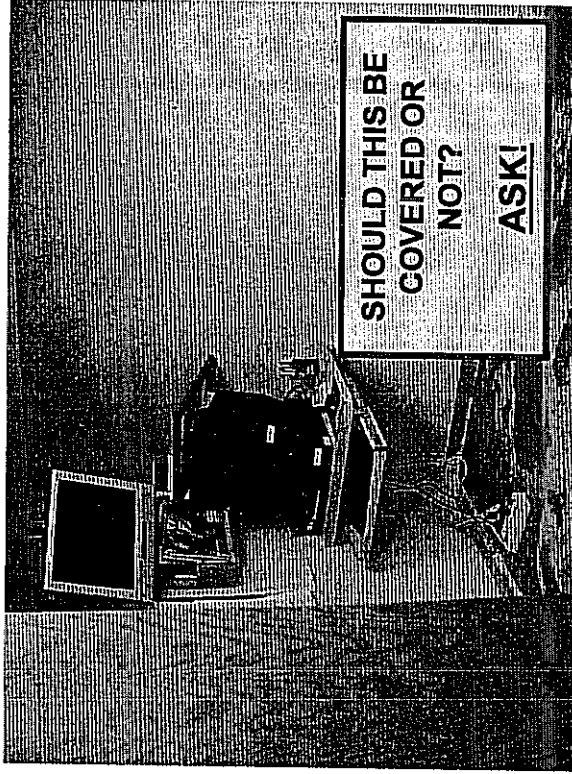


ELEVATORS OR STAIRWELLS UTILIZED FOR DEBRIS REMOVAL OR MATERIALS TRANSPORT SHALL BE LINED WITH PROTECTIVE MATERIALS TO PREVENT DAMAGE.

ALL FLOORING (OLD OR NEW) SHALL BE COVERED AND PROTECTED DURING ALL CONSTRUCTION PHASES.



ALL HOSPITAL EQUIPMENT AND COMPUTERS IN A WORKZONE SHALL BE COVERED AND PROTECTED AT ALL TIMES WHEN DUST WILL OCCUR.



SHOULD THIS BE COVERED OR NOT?  
ASK!

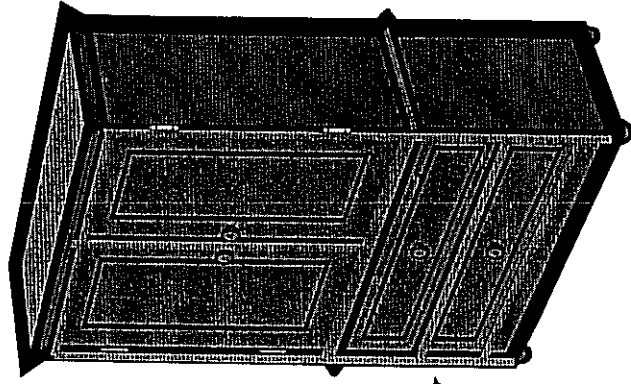
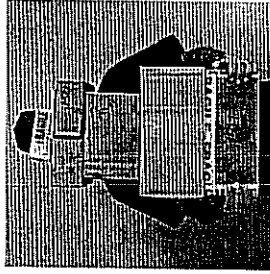
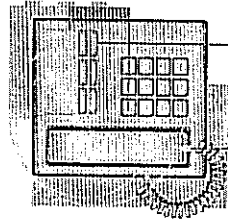
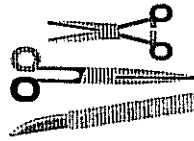
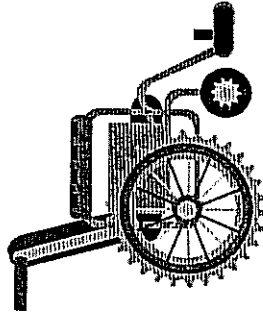
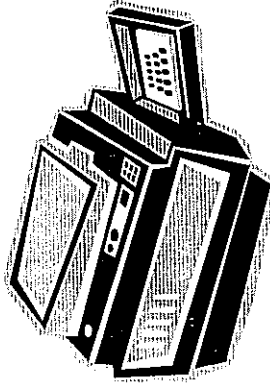
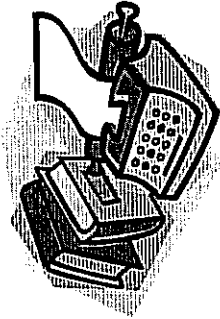
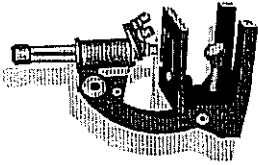
REVIEW THE COVERING OF EQUIPMENT WITH THE STAFF PRIOR TO COVERING. EQUIPMENT IN OPERATION COULD OVERHEAT.

DAMAGE TO EXISTING HOSPITAL FINISHES OR EQUIPMENT WILL BE REPAIRED OR REPLACED AT THE EXPENSE OF THE CONTRACTOR(S) RESPONSIBLE.

# OTHER PROTECTIONS

ANY MOVABLE OBJECTS WITHIN A WORK AREA SHOULD BE REMOVED PRIOR TO BEGINNING ANY WORK. COORDINATE WITH AREA STAFF TO REMOVE SUPPLIES AND ANY MOVABLE EQUIPMENT.

DO NOT BEGIN DEMOLITION UNTIL ALL SUPPLIES AND EQUIPMENT HAVE BEEN REMOVED OR PROTECTED.

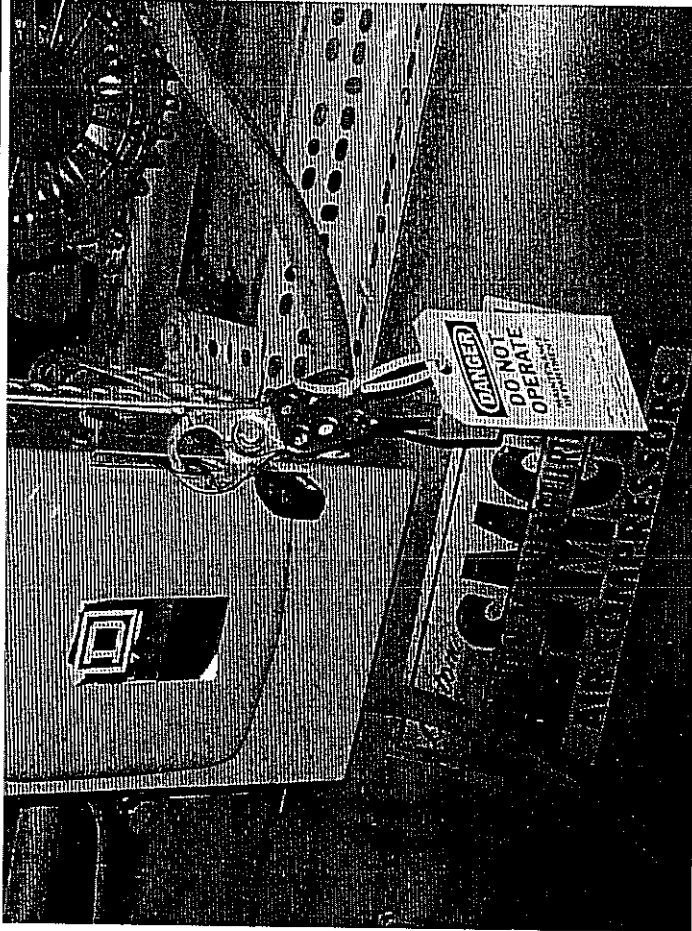
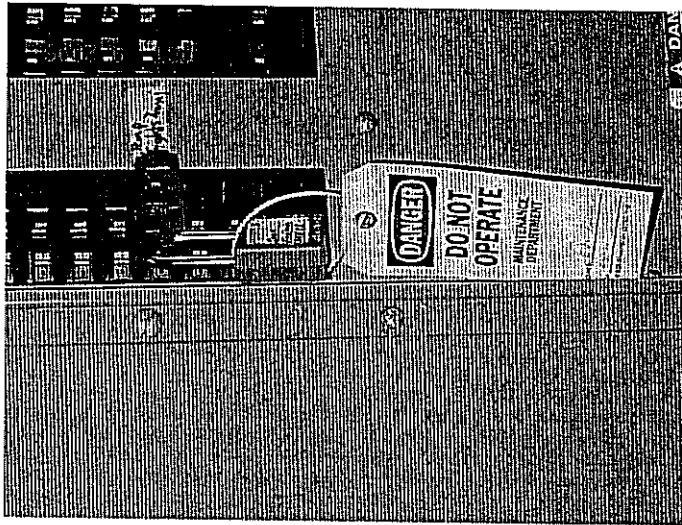
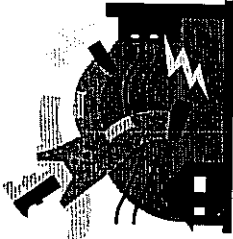


ANY CABINETS TO REMAIN IN A WORK AREA SHOULD HAVE ALL DOOR AND DRAWER EDGES TAPED TO PREVENT DUST INFILTRATION  
USE A TAPE WHICH WILL NOT DAMAGE FINISHES OR LEAVE ADHESIVE RESIDUE

# SHUTDOWNS / LOCKOUT TAGGING

THE SANFORD CONSTRUCTION MANAGER MUST BE INFORMED PRIOR TO ANY UTILITY OR EQUIPMENT SHUTDOWNS WHICH NEED TO OCCUR.

ANY TIME EQUIPMENT OR CIRCUITRY IS BEING WORKED ON, LOCKOUT TAGS MUST BE USED TO ELIMINATE THE POSSIBILITY OF THE EQUIPMENT OR CIRCUITRY BEING RE-ENERGIZED.

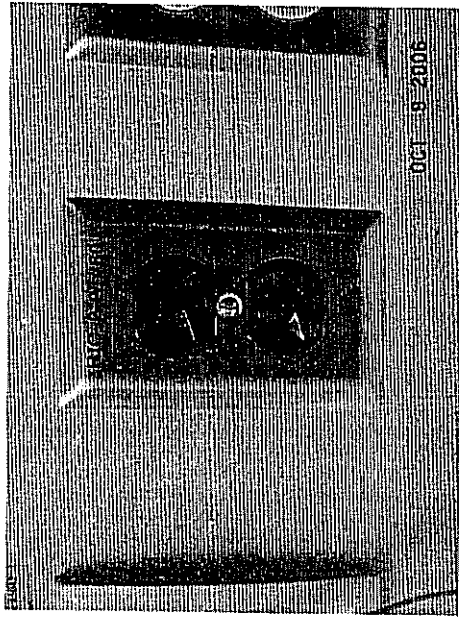


THIS SIMPLE TAG COULD SAVE YOUR LIFE OR SOMEONE ELSE'S.

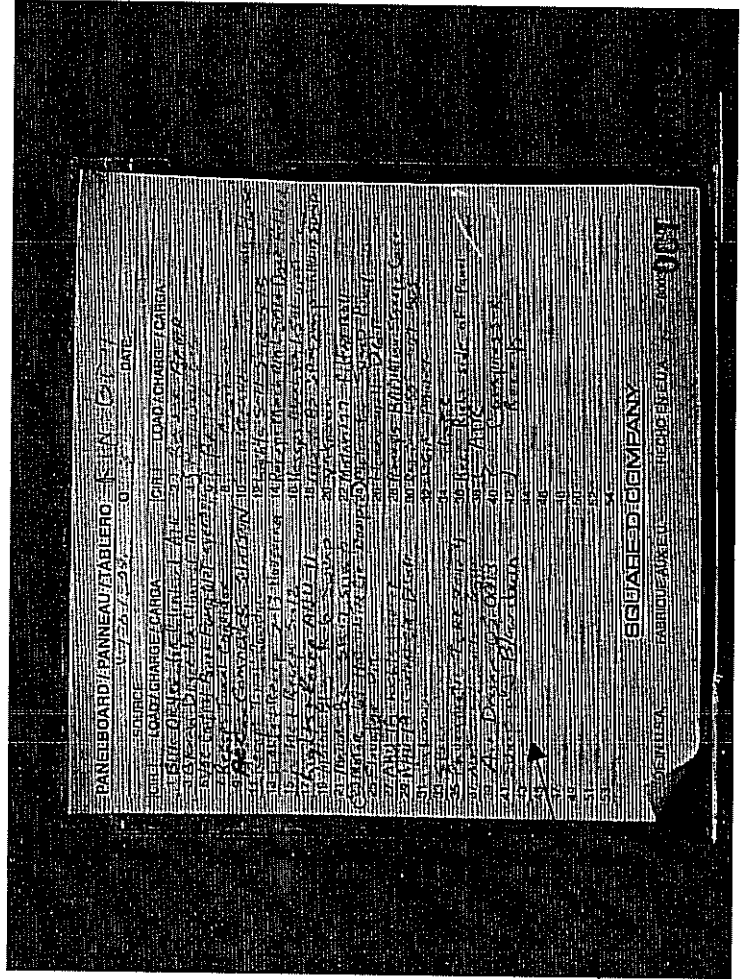




# CIRCUIT IDENTIFICATION



**ELECTRICIANS WILL PERMANENTLY AFFIX A CIRCUIT DESIGNATION LABEL ON ALL EMERGENCY OUTLET COVERS**



**ALL CIRCUITS MUST BE CLEARLY IDENTIFIED ON THE PANELBOARD**

# OSHA REGULATIONS

AS YOU ARE AWARE, OSHA HAS MANY SAFETY REQUIREMENTS THAT YOU MUST FOLLOW. WE WILL NOT GO INTO ALL OF THEM, BUT THERE IS ONE PARTICULAR ITEM WHICH GETS OVERLOOKED QUITE OFTEN.

IT IS ALLOWABLE TO PLUG A TOOL OR DEVICE DIRECTLY INTO A NON-GFI OUTLET.

HOWEVER;

WHEN USING AN EXTENSION CORD TO POWER ANY TOOL OR DEVICE ON THE JOBSITE, YOU MUST EITHER: PLUG IT INTO A GFI PROTECTED OUTLET

OR

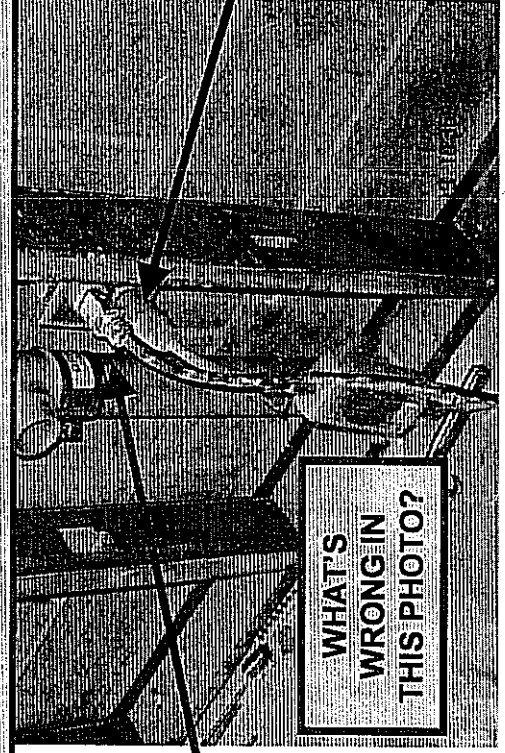
USE A GFI ADAPTER BETWEEN THE NON-PROTECTED OUTLET AND THE EXTENSION CORD.

**ALWAYS UTILIZE GFI PROTECTION WHEN USING EXTENSION CORDS!**

THIS EXTENSION CORD IS NOT GFI PROTECTED!

THIS IS NOT ACCEPTABLE!!!

EVEN IF YOU HAVE A GFI ADAPTER ON THE OTHER END OF THE EXTENSION CORD.



THIS CONNECTION IS GFI PROTECTED.

THE GFI ADAPTER GOES IN THE OUTLET...

THE EXTENSION CORD PLUGS INTO ADAPTER.

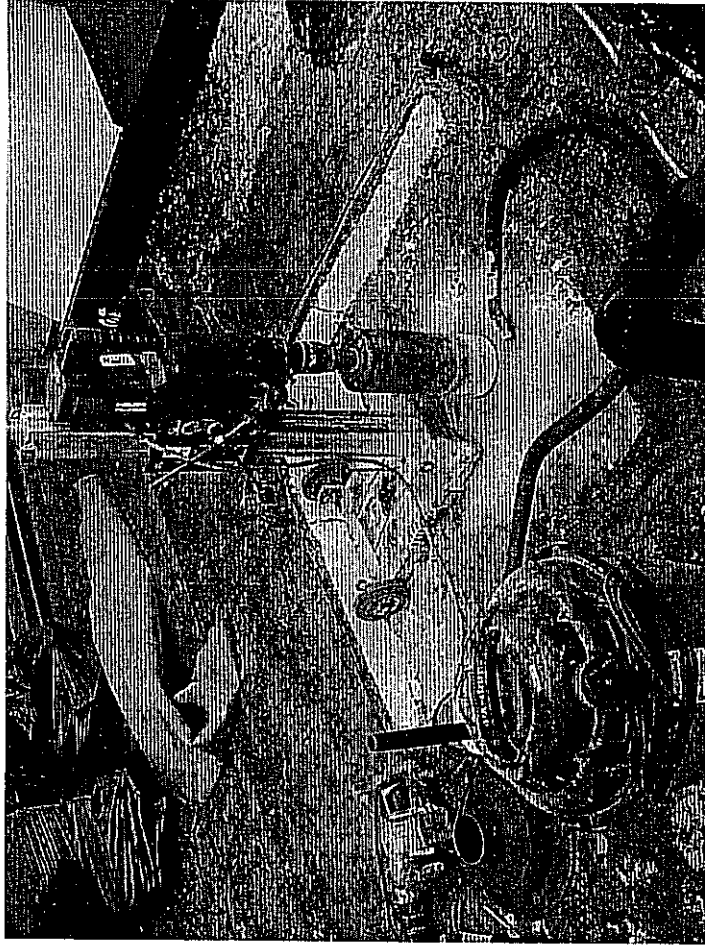
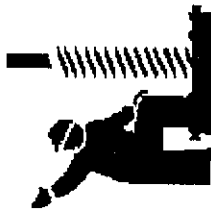
THIS IS THE REQUIREMENT SET DOWN BY OSHA!

WHAT'S WRONG IN THIS PHOTO?

# CORE DRILLING

IN MANY AREAS, CONDUIT HAS BEEN IMBEDDED INTO FLOOR AND ROOF SLABS.

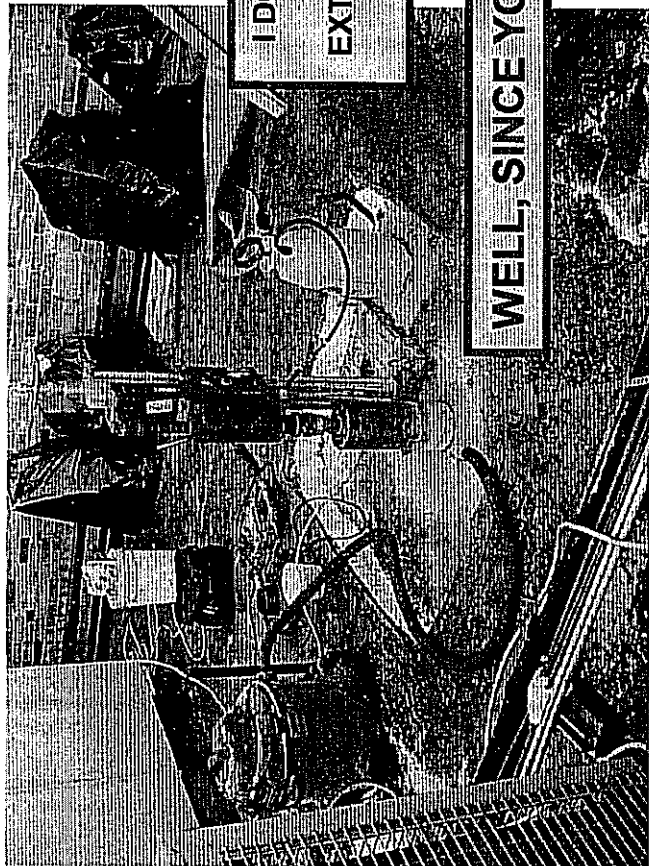
WHEN DRILLING INTO ANY FLOOR OR ROOF SLAB FOR PLUMBING, CONDUIT OR ANCHORS, MAKE SURE YOU ARE AWARE OF WHO TO CONTACT IN THE EVENT THAT AN EMBEDDED CIRCUIT WERE TO BE ACCIDENTALLY CUT DURING THE DRILLING.



IT CAN BE LIFE-THREATENING IF A CIRCUIT IS CUT AND NOT IDENTIFIED IMMEDIATELY.

# CORE DRILLING PROCEDURES

WHEN CORE DRILLING, SPECIAL PRECAUTIONS MUST BE TAKEN TO PREVENT THE CORE FROM FALLING ONTO THE FLOOR BELOW AND TO ENSURE THAT NO DRILLING COOLANT WATER ESCAPES TO THE AREA BELOW.

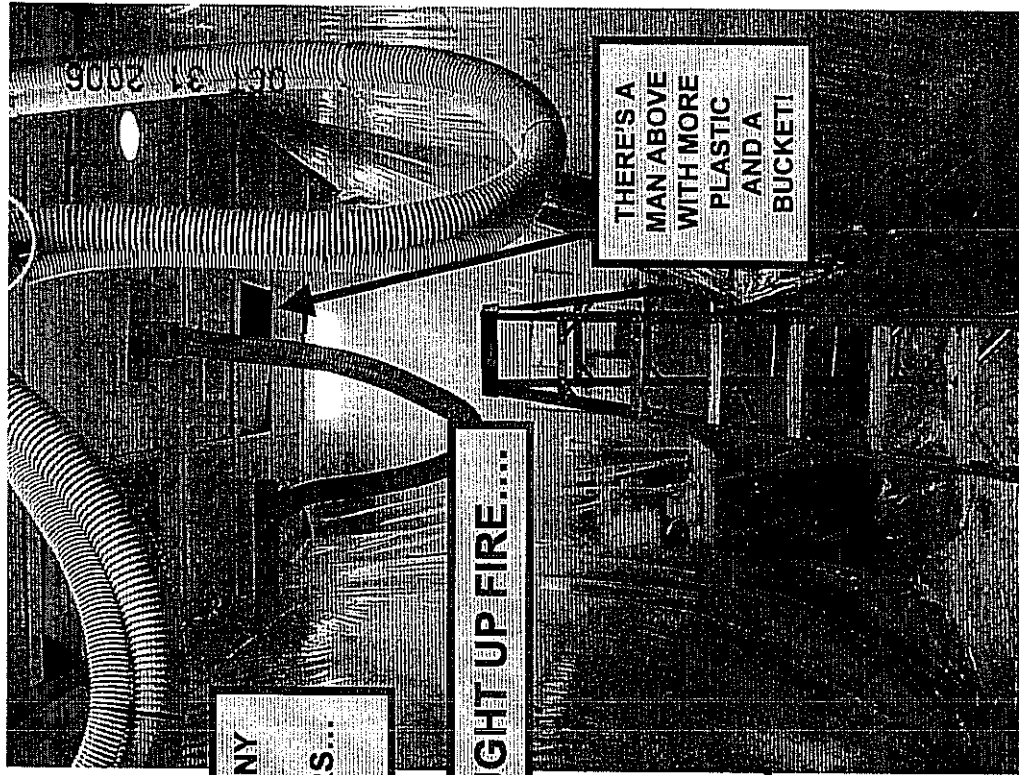


I DON'T SEE ANY  
FIRE  
EXTINGUISHERS...  
DO YOU?

WELL, SINCE YOU BROUGHT UP FIRE....

AS CORE DRILLING IS DONE, WATER IS  
SUCTIONED AWAY TO MINIMIZE LEAKAGE TO THE  
LEVEL BELOW.

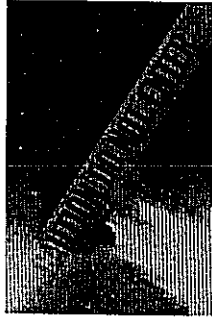
PROTECTION TO THE INTERIOR IS IN PLACE. A MAN IS  
STATIONED ABOVE THE CEILING TO CATCH THE CORE AND  
ANY WATER WHICH MAY COME THROUGH.



THERE'S A  
MAN ABOVE  
WITH MORE  
PLASTIC  
AND A  
BUCKET!



# FIRE PROTECTION

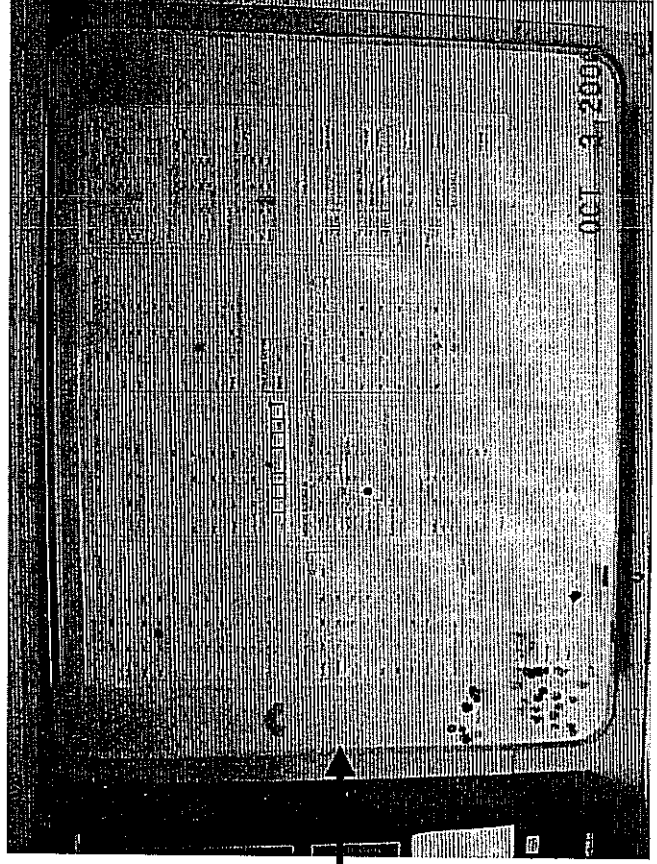


FIRE IS A CONCERN IN ANY STRUCTURE, BUT IN A HOSPITAL SETTING, FIRE POSES AN INCREASED LIFE SAFETY THREAT. PATIENTS CANNOT EASILY BE MOVED TO SAFETY, AND SOMETIMES IT CAN BE LIFE THREATENING TO MOVE THEM TO A SAFE LOCATION AT ALL.

**\*\*\* ALSO, JUST AS IMPORTANT IS THE REDUCTION OF FALSE ALARMS DUE TO THE ACCIDENTAL ACTIVATION OF FIRE DETECTION DEVICES.**

THERE ARE SPECIFIC PROCEDURES FOR DISABLING AND REACTIVATING THE DEVICES IN HOSPITAL CONSTRUCTION AREAS. THESE PROCEDURES MUST BE FOLLOWED EXACTLY. THERE ARE DIFFERENT PROCEDURES FOR NIGHT AND WEEKEND DISABLING. KNOW AND FOLLOW THESE PROCEDURES.

**FIRE ZONE DISABLING TRACKING BOARD**



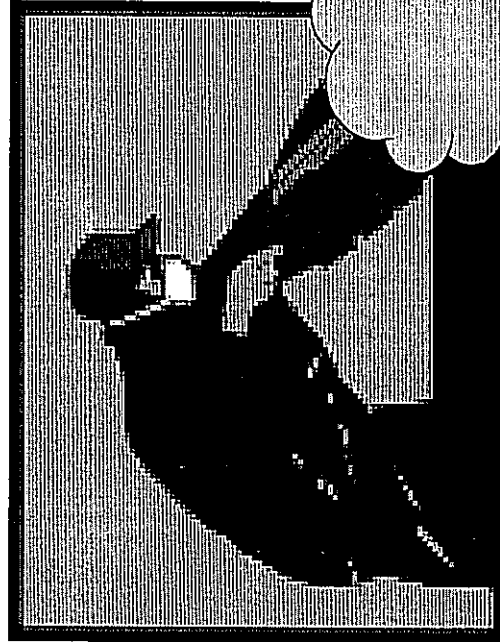
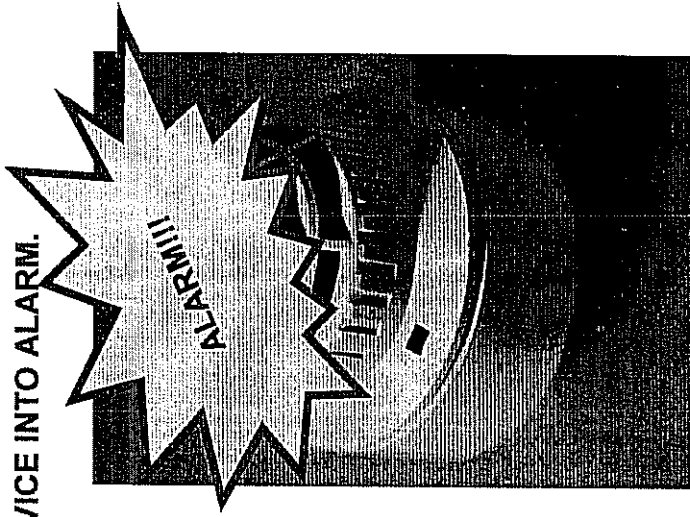
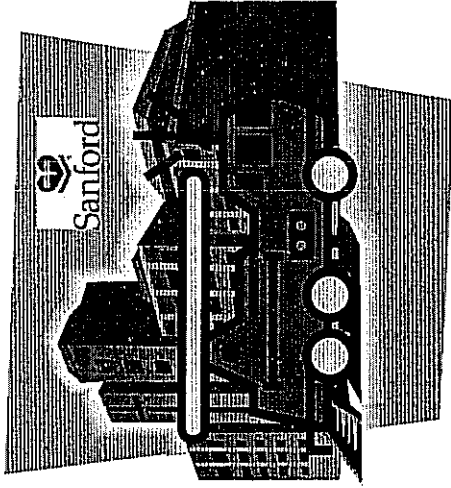
**THIS BOARD IS USED TO TRACK BUILDINGS AND ZONES WHICH ARE ACTIVE OR INACTIVE IN THE SYSTEM.**

**FALSE ALARMS ARE EXPENSIVE & DISRUPTIVE TO HOSPITAL FUNCTIONS!**

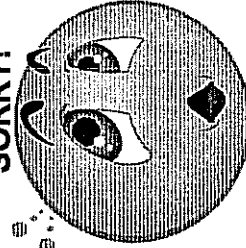
FIRE ALARM DEVICE ZONES MUST BE DISABLED ANY TIME DUST OR SMOKE WILL BE CREATED IN THE AREA AROUND THE DEVICES.

MANY TYPES OF ACTIVITIES CAN PRODUCE DUST AND SMOKE, INCLUDING DEMOLITION, WELDING, SOLDERING, CUTTING SHEETROCK, AND OTHER MATERIALS, OR SEAM WELDING FLOORING.

EVEN IN SMALL QUANTITIES, DUST OR SMOKE CAN TRIGGER A DEVICE INTO ALARM.



I'M SO SORRY!



IF YOU DO THIS WITHOUT DISABLING THE ALARMS...

CONTRACTORS WILL BE HELD RESPONSIBLE FOR FALSE ALARMS!



REMEMBER, THESE GUYS HAVE MORE IMPORTANT THINGS TO DO...  
(YOUR HOUSE MIGHT BE ON FIRE RIGHT NOW...)







**THIS IS THE FORM USED FOR  
NIGHT & WEEKEND FIRE ALARM  
DISABLING**

**THIS FORM MUST BE SUBMITTED  
PRIOR TO NOON IF YOU WILL BE  
WORKING LATE OR WORKING NIGHTS.  
ON WEEKENDS, SUBMIT BEFORE  
NOON ON FRIDAY.**

**FIRE ALARM EVENING & WEEKEND DISABLING PROCEDURE**

Any Contractor requiring zones to be disabled over a weekend for construction must follow the following procedures:

- 1) The Contractor must notify Chris Johnson by noon on the Friday before the scheduled construction and inform him of any zones that are being requested to be disabled. Chris is not available, contact Matt Smolik.
- 2) Chris will contact Bio-Med of the times of the construction and instructions for disabling the Fire Alarm System.
- 3) Bio-Med's weekend hours are from 0730 to 1600. If zone disabling is to vary from these hours, Maintenance will be notified to enable or disable the zones.
- 4) The Contractor is responsible for verifying if zones are disabled by either calling or talking to Bio-Med or Maintenance personnel or checking the board in the Fire Panel Room whichever is appropriate. The Contractor must notify Bio-Med or Maintenance when they are done working for the day.
- 5) For long term or special conditions, Contractors may be trained to disable and enable zones. Midwest Alarm will be notified of person or persons to work on the system. Contact Lee Doochen under these conditions.
- 6) Contractor must fill out form at bottom of page.
- 7) Contractor must enter information on sign out sheets by Fire Panel.

Phone Numbers:

Chris Johnson – 333-6328  
Matt Smolik – 333-6638  
Carol Yusten – 333-6657  
Bio-Med – 333-6370, Pager: 1314  
Lee Doochen – 333-6669  
Maintenance – 333-6667 or dial Operator (333-1000) for assistance

Date: \_\_\_\_\_ Contractor: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

Devices to be disabled:     SMOKES    Start Time \_\_\_\_\_ : \_\_\_\_\_ :  
 FLOWS    Finish Time \_\_\_\_\_ : \_\_\_\_\_ :  
 PULLS

Zones to be Disabled:  
Building: \_\_\_\_\_ Dates to be disabled: \_\_\_\_\_  
Floors: \_\_\_\_\_

**MAKE SURE DISABLED ZONES ARE  
REACTIVATED AS SOON AS IT IS SAFE  
TO DO SO.**

# SPRINKLER DEACTIVATIONS

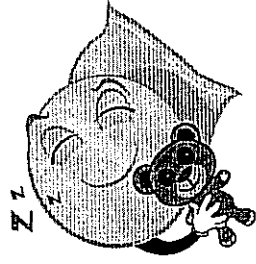
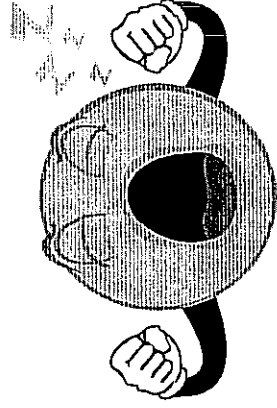
**WHEN IT BECOMES NECESSARY TO DEACTIVATE ANY PORTION OF FIRE SPRINKLER SYSTEMS OVERNIGHT:**

**CONTACT THE SANFORD CONSTRUCTION MANAGER WELL IN ADVANCE OF THE DEACTIVATION.**

**OTHER HOSPITAL DEPARTMENTS MUST BE NOTIFIED ANYTIME A SPRINKLER SYSTEM WILL BE OUT OF SERVICE OVERNIGHT.**

**\*\*\*FIRE WATCH PERSONNEL MUST BE STATIONED APPROPRIATELY DURING THE OVERNIGHT HOURS\*\*\***

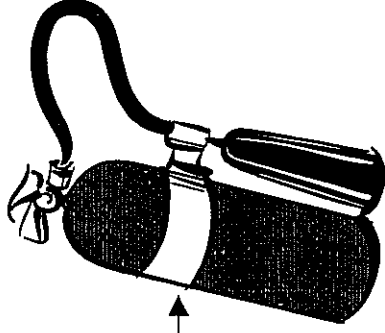
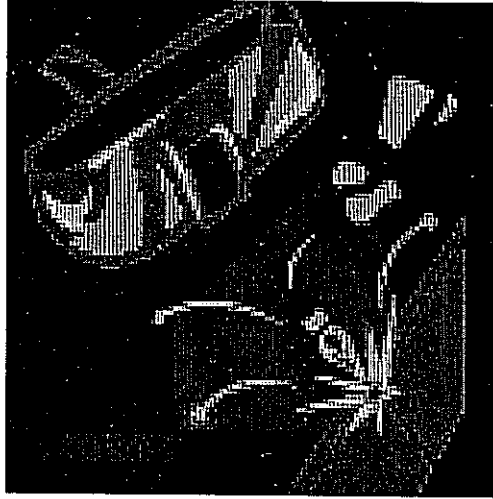
**FIRE WATCH PERSONNEL MUST REMAIN IN THE AREA UNTIL WORKMEN RETURN TO THE AREA THE NEXT DAY**



**STAY AWAKE... STAY ALERT!**

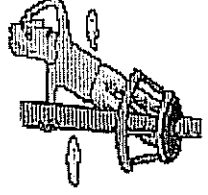
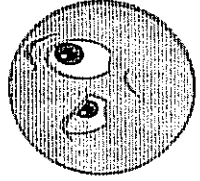
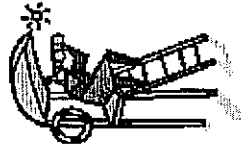
# FIRE PREVENTION

ALWAYS KEEP A FIRE EXTINGUISHER CLOSE BY.  
WHEN GRINDING, ARC WELDING, TORCH CUTTING, OR TORCH WELDING, A FIRE EXTINGUISHER SHOULD BE WITHIN FIVE FEET OF THE HOTWORK AREA.



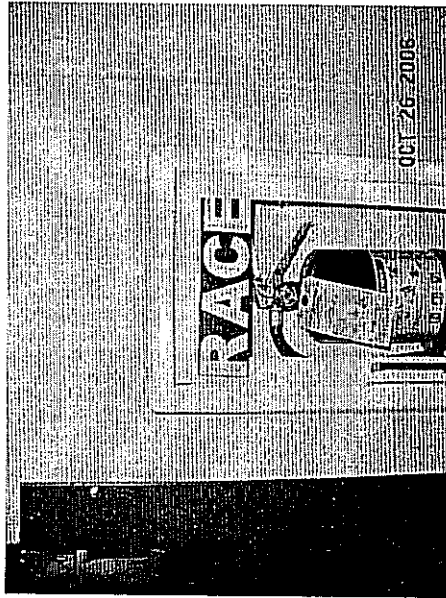
5 FEET (MAXIMUM)

**\*\*\*FIRE WATCH PERSONNEL MUST BE STATIONED APPROPRIATELY ANYTIME WELDING, CUTTING OR GRINDING IS BEING DONE TO MAKE SURE SPARKS OR SLAG DROPS DO NOT IGNITE COMBUSTIBLE MATERIALS. ADJACENT ROOFS AND LOWER LEVELS ARE ESPECIALLY VULNERABLE AND FIREWATCH PERSONNEL ARE MANDATORY FOR A MINIMUM OF ONE HOUR AFTER HOTWORK IS COMPLETED.**



# R.A.C.E.

SANFORD HEALTH USES THE "R.A.C.E." ACRONYM FOR THE PROCEDURES TO BE FOLLOWED IN THE EVENT OF A FIRE. YOU WILL SEE THIS ACRONYM ON EVERY FIRE EXTINGUISHER LOCATION IN THE FACILITY.



WHAT DOES IT STAND FOR ?

"RUN AROUND CARRYING EXPLOSIVES"

(I DON'T THINK SO...)

HOW ABOUT:

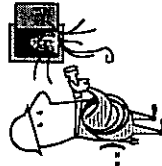
"RUN AMOK CRYING EXPLETIVES"

(PROBABLY SHOULDN'T DO THAT EITHER...)

OR:

"RELAX AND CALL ELECTRICIANS"

(NOT A GOOD IDEA, THEY START MORE FIRES THAN THEY PUT OUT...)



## NO... ACTUALLY IT STANDS FOR:

RESCUE... REMOVE PEOPLE FROM IMMEDIATE FIRE DANGER

ACTIVATE... ACTIVATE THE FIRE PULL STATION

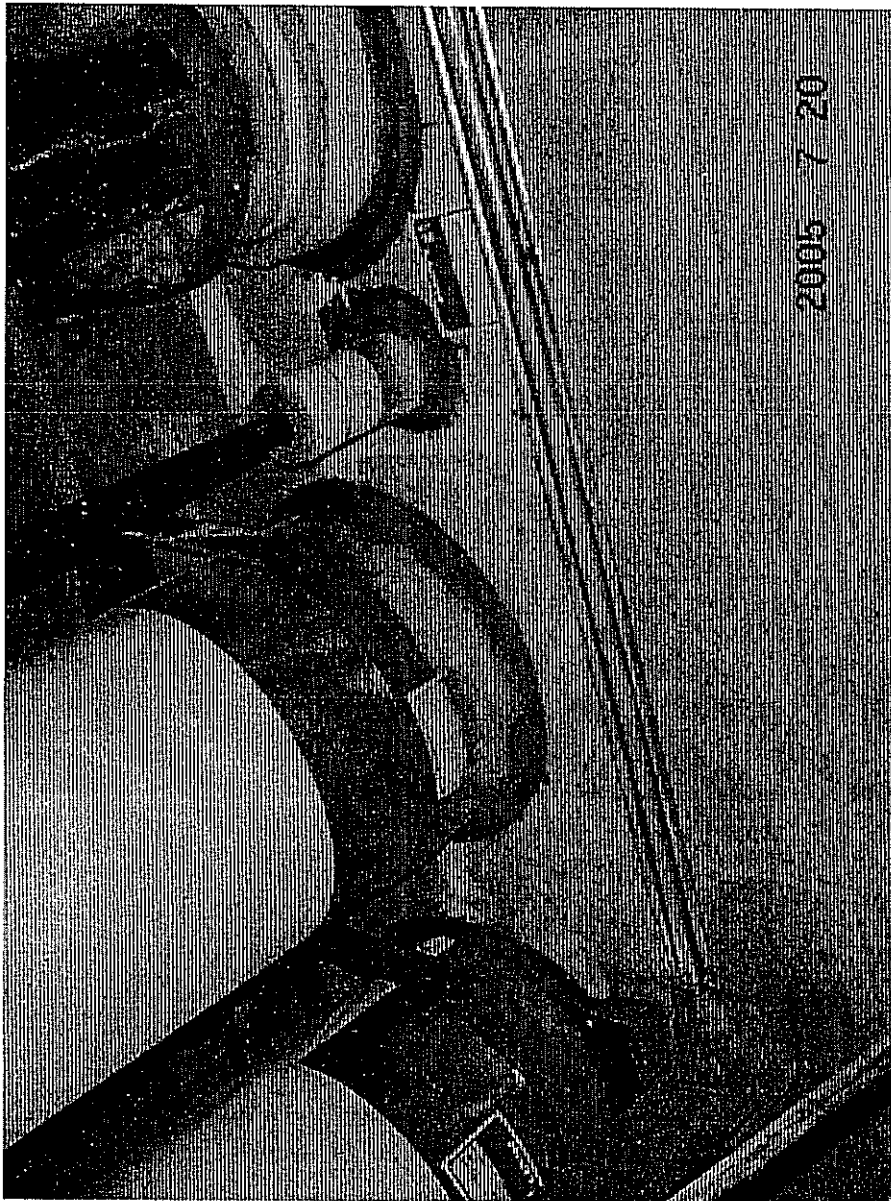
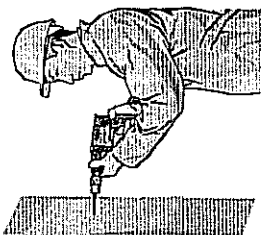
CONTAIN... CLOSE DOORS, WINDOWS, ETC. (CONTAIN THE SMOKE & FIRE)

EXTINGUISH / EVACUATE... PUT OUT THE FIRE IF YOU CAN, OR GET EVERYONE TO SAFETY

REMEMBER THIS "R.A.C.E." ACRONYM. IT WILL HELP YOU TO MOVE FAST IN A FIRE EMERGENCY

# WALL / FLOOR PENETRATIONS

ALL PENETRATIONS IN RATED WALLS, FLOORS, AND ROOFS SHALL BE SEALED AND LABELED ACCORDING TO CURRENT CODES AND REQUIRED RATED ASSEMBLIES.



2005 7 20

YOUR BOSS  
WILL NOT BE  
HAPPY!



IF SUBSEQUENT INSPECTIONS OF CEILING CAVITIES FIND UNSEALED PENETRATIONS, THE CONTRACTOR(S) WILL BE RESPONSIBLE FOR THE COST OF SEALING THESE PENETRATIONS.



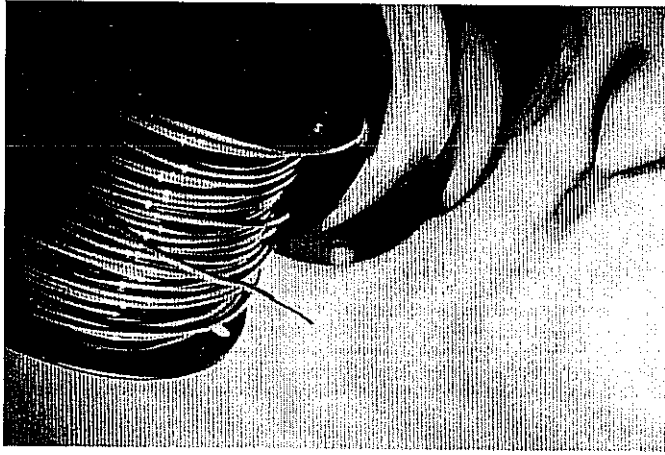
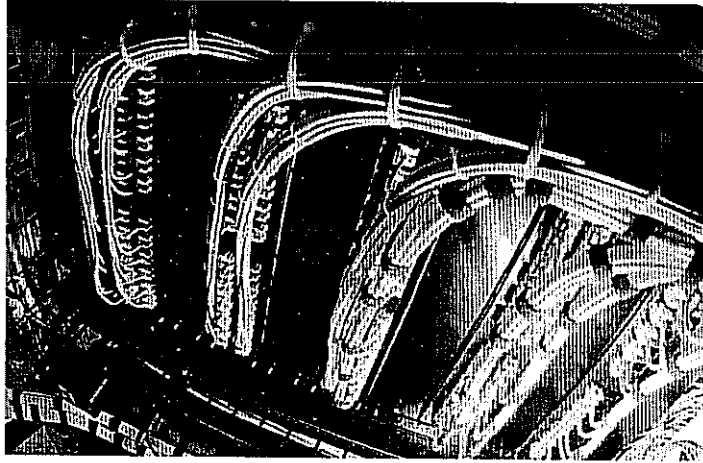
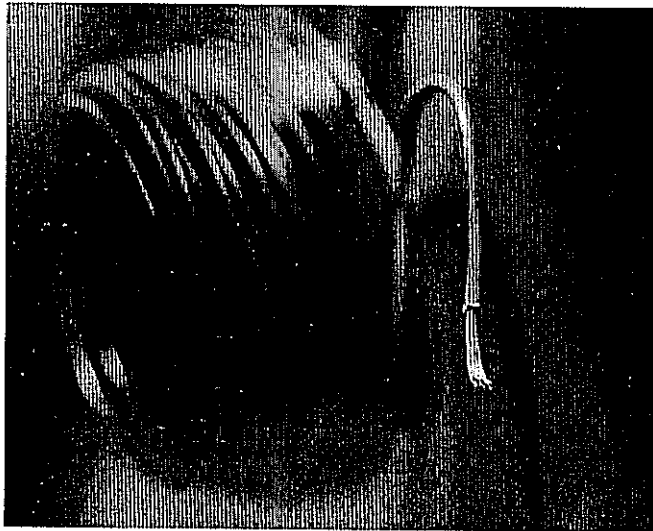
# ABOVE-CEILING CABLING

ANY PROJECT INVOLVING ABOVE-CEILING CABLING REQUIRES VERIFICATION OF HVAC RETURN AIR SYSTEMS TO DETERMINE IF THEY ARE FULLY DUCTED OR NON-DUCTED PLENUM RETURN CONDITIONS.

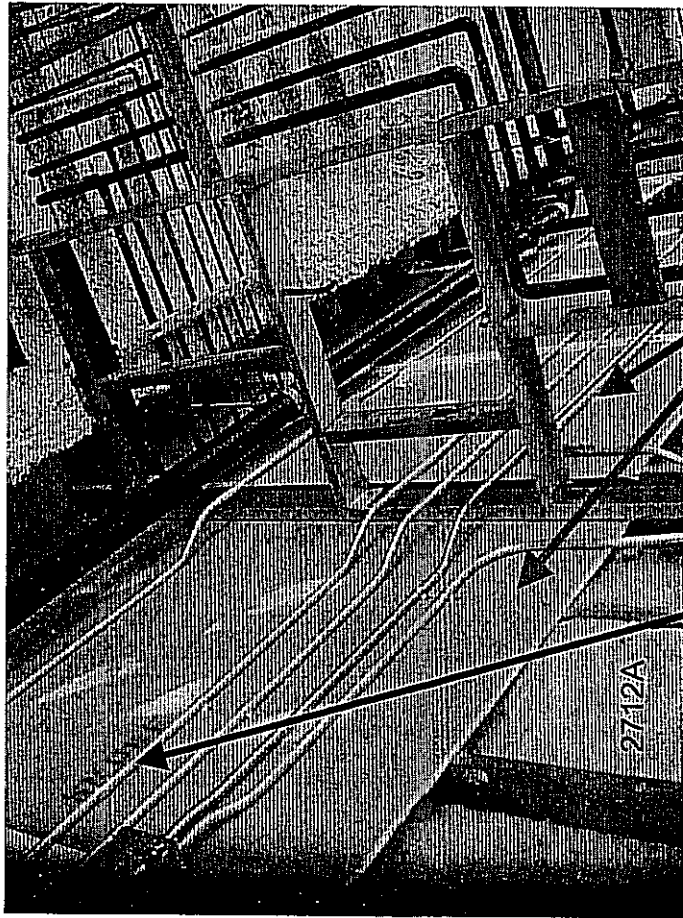
ONLY FULLY DUCTED BUILDINGS CAN UTILIZE NON-PLENUM RATED CABLING.

CURRENTLY, THE CANCER CENTER, SURGICAL TOWER AND SANFORD CHILDREN'S HOSPITAL ARE THE ONLY FULLY DUCTED BUILDINGS ON CAMPUS. NO AIR PLENUMS ALLOWED IN THESE BUILDINGS.

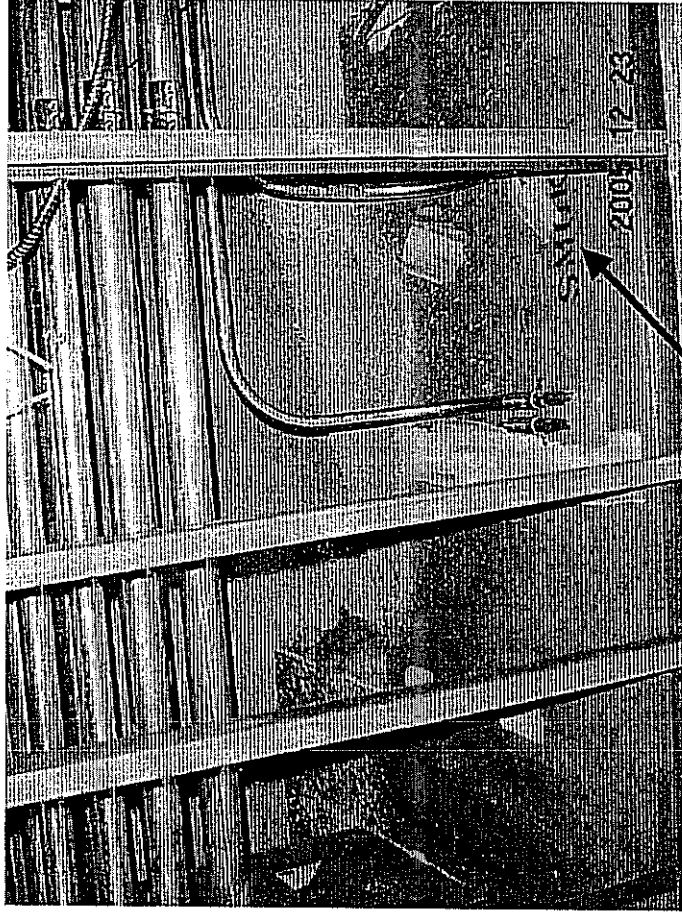
ALL FUTURE NEW BUILDINGS WILL BE FULLY DUCTED.



# WALL LABELING



WHERE DEMISING WALLS OCCUR, STENCIL THE RATING IN EACH PARTITIONED AREA (EACH ROOM)



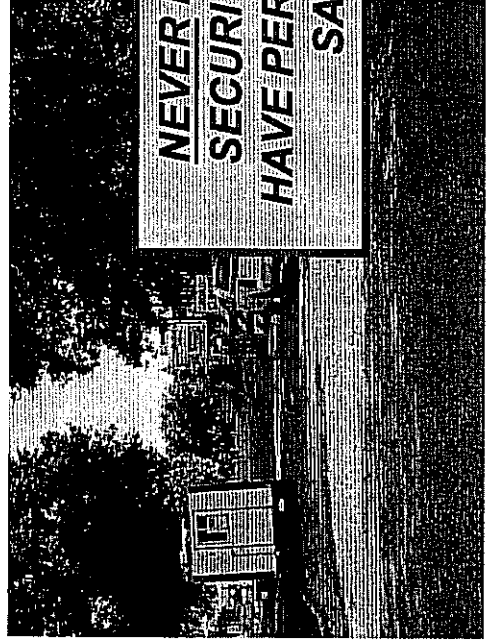
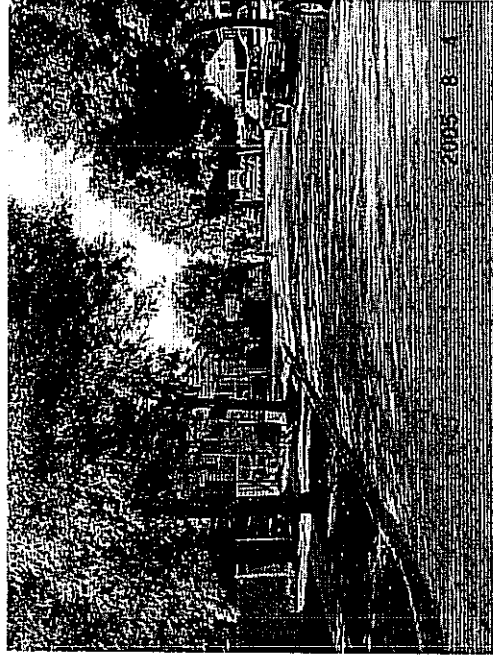
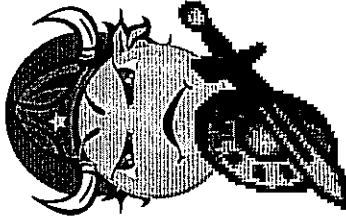
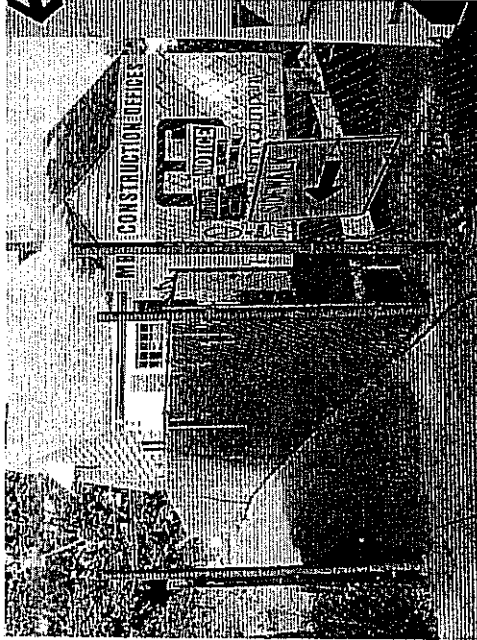
WALL RATING

ALL RATED WALLS SHALL BE STENCILED ABOVE CEILING WITH THE PROPER SEPARATION RATING NOMENCLATURE IN REGULARLY SPACED INTERVALS ALONG THE WALLS.

# SECURITY

HOSPITAL AND CONSTRUCTION AREA SECURITY IS A PRIMARY CONCERN, NOT ONLY FOR THE SECURITY OF YOUR TOOLS AND EQUIPMENT, BUT ALSO FOR THE SAFETY OF THE PUBLIC AND OUR PATIENTS.

SIGNAGE AND BARRIERS SHOULD BE UTILIZED WHENEVER CONSTRUCTION AREA SECURITY IS REQUIRED.



**NEVER BLOCK OPEN HOSPITAL  
SECURITY DOORS UNLESS YOU  
HAVE PERMISSION TO DO SO FROM  
SANFORD SECURITY!**

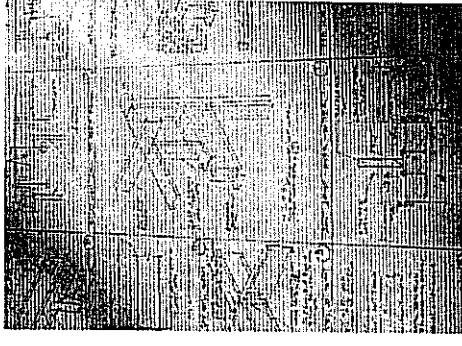
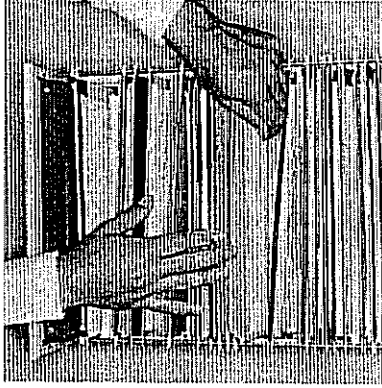


# REGULATIONS AND DOCUMENTATION

THIS FACILITY AND THE CONSTRUCTION PROJECTS WHICH ARE UNDERTAKEN HERE ARE OVERSEEN BY MANY OUTSIDE ENTITIES AND INTERNAL DEPARTMENTS. THERE ARE ALSO GOVERNMENT REGULATIONS WHICH MUST BE ADHERED TO AT ALL TIMES. SOME OF THESE REQUIRE FULL DOCUMENTATION RECORDS TO BE KEPT.

## ENTITIES AND REGULATIONS SUCH AS (BUT NOT LIMITED TO):

- SOUTH DAKOTA DEPARTMENT OF HEALTH
- TJC (THE JOINT COMMISSION FOR ACCREDITATION)
- OSHA
- THE CITY OF SIOUX FALLS
- ADA (AMERICANS WITH DISABILITIES ACT)
- HIPAA (PATIENT PRIVACY ACT)
- RISK ASSESSMENT DOCUMENTATION
- DAILY WORKSITE INSPECTION DOCUMENTATION



KNOW YOUR DOCUMENTATION REQUIREMENTS AND KEEP PROPER RECORDS AS DIRECTED BY YOUR COMPANY SUPERVISOR AND SOP S-019.



# STANDARDS OF BEHAVIOR



THE FOLLOWING TEXT IS DIRECTLY TAKEN FROM SOP S-019:

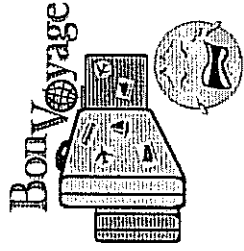
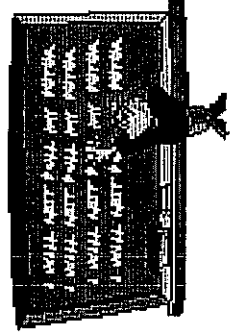
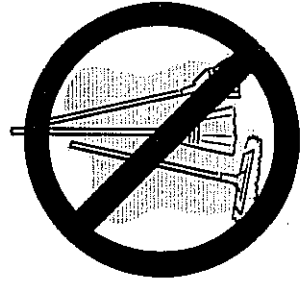
## H. PERSONNEL/BEHAVIOR

- All overtime will be cleared through the Sanford Construction Manager.
- There is to be no smoking or foul language used in the hospital. (SANFORD IS A SMOKE FREE / TOBACCO FREE CAMPUS)
- Contractors will not use hospital lounges for breaks or take coffee from various patient or employee lounges.
- All dishes and utensils removed from the cafeteria will be returned on a daily basis unless you brought your mother along to clean up after you.
- Do not use Sanford Health janitorial supplies or equipment without specific permission from Environmental Services personnel.
- Federal HIPAA regulations provide for the confidentiality of patients by allowing access to their medical information to only those persons who have a "need to know" to provide for the care of the patient. The regulation specifies that any patient information you acquire by being contracted to work at the hospital is privileged and you must keep it in confidential – including that an individual is a patient of Sanford at all. Confidential means that you are expected to not refer to or share such information with colleagues, friends or family.

**YOU WILL BE EXPECTED TO ALWAYS FOLLOW THESE STANDARDS OF BEHAVIOR.**

**YOUR COMPANY AND SANFORD WILL MONITOR YOUR BEHAVIOR WHILE WORKING IN OUR FACILITY.**

**INFRACTIONS WILL BE REPORTED, AND DISCIPLINARY ACTIONS WILL BE TAKEN.**



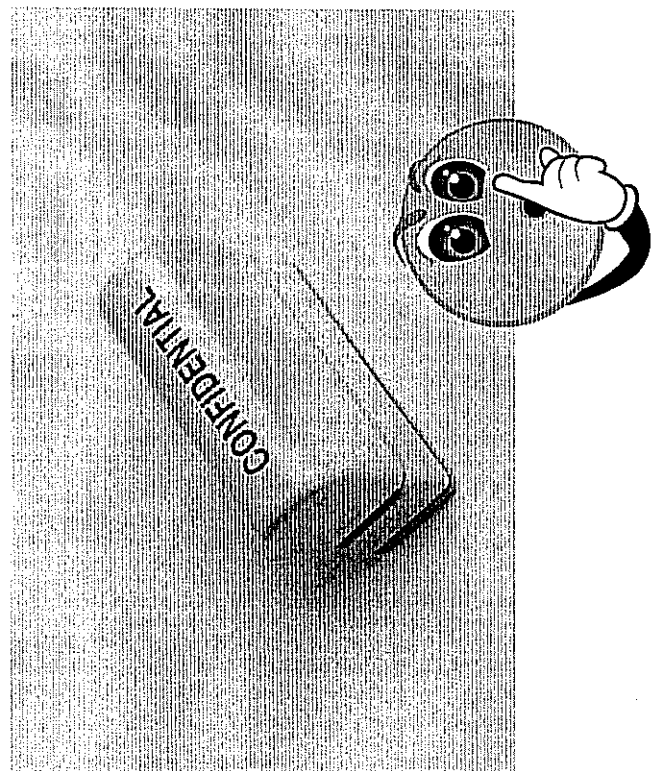
# PATIENT CONFIDENTIALITY



THE FEDERAL HIPAA REGULATIONS MENTIONED IN THE PREVIOUS SLIDE MAKE IT ILLEGAL TO DISCLOSE ANY PATIENT INFORMATION TO ANOTHER PARTY.

EVEN TELLING SOMEONE THAT "I SAW THAT (MR. SMITH) IS IN THE HOSPITAL" IS AGAINST THE LAW, AND YOU CAN BE PROSECUTED FOR IT.

IF YOU ARE WORKING IN AN AREA AND OVERHEAR OR SEE ANY INFORMATION REGARDING A PATIENT IN THIS FACILITY, KEEP IT TO YOURSELF.



**KEEP QUIET!**

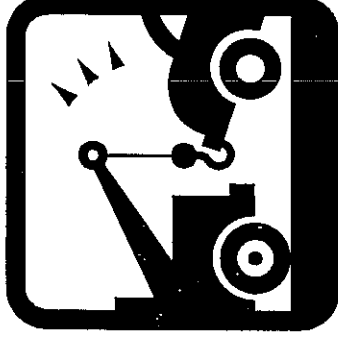
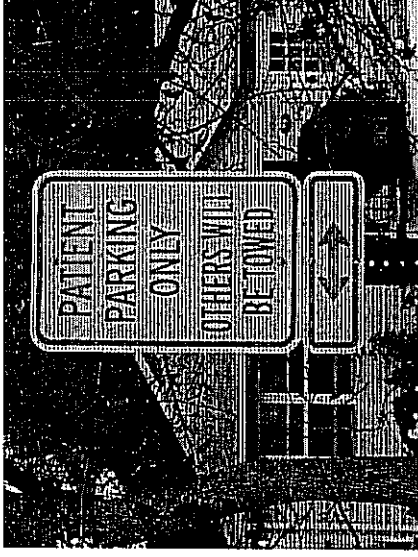
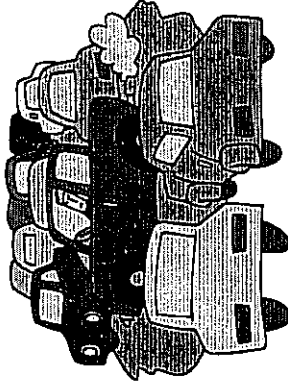


# PARKING

**THE FOLLOWING TEXT IS DIRECTLY TAKEN FROM SOP S-019:**

## **PARKING**

There is no parking allowed in Out Patient, Dialysis, or other designated parking locations. Parking by the ambulance garage is for service vehicles only. Contractors may park in designated contractor parking only, or adjacent streets if permitted.



**IN SPECIAL CONSTRUCTION CIRCUMSTANCES, YOU WILL BE INSTRUCTED BY YOUR SUPERVISOR WHERE PARKING OF YOUR VEHICLE(S) IS PERMITTED.**

**CONTRACTOR SERVICE VEHICLE PARKING AREA(S) ARE DESIGNATED FOR COMPANY VEHICLES ONLY. THESE PARKING SPACES ARE NOT FOR PERSONAL VEHICLES.**

# MISC. OTHER REQUIREMENTS

ALL DOORS REMOVED FROM SERVICE IN A PROJECT SHOULD HAVE THE KEYS REMOVED FROM THE KEY CADDY. CONTACT THE CONSTRUCTION SERVICES DEPARTMENT FOR THE KEYS. THE KEYS SHOULD BE KEPT WITH THE SALVAGE LOCK AND TAGGED. IF THE LOCK IS TO BE RELOCATED TO ANOTHER DOOR LOCATION WITHIN THE PROJECT, COORDINATE WITH CONSTRUCTION SERVICES AS TO THE PROCEDURE.

ALL PLUMBING LINES BEING CAPPED SHOULD BE REMOVED BACK TO THE LINE'S ORIGIN.

ALL ELECTRICAL CONDUITS VACATED SHOULD BE REMOVED OR IDENTIFIED FOR FUTURE USE.

AT NO TIME SHOULD A CHARGED WATER HOSE BE LEFT UNATTENDED.

DO NOT TAKE A PATIENT ROOM OUT OF SERVICE WITHOUT LETTING THE SANFORD CONSTRUCTION MANAGER KNOW WELL IN ADVANCE.

CONTRACTORS ARE NOT TO USE STAFF OR PATIENT TOILETS. USE ONLY PUBLIC TOILETS.

OUTSIDE CONSTRUCTION PERSONNEL SHOULD NOT USE INSIDE TOILET FACILITIES AT ANY TIME.

NAME TAGS FOR ALL CONTRACTORS IDENTIFYING THE COMPANY THEY WORK FOR WILL BE REQUIRED TO BE WORN AT ALL TIMES AND VISIBLE ABOVE THE WAIST.

ENSURE THAT NO FIRE ALARM DEVICES, MECHANICAL DEVICES, OR ELECTRICAL DEVICES REQUIRING OBSERVATION OR MAINTENANCE ARE RESTRICTED FROM ACCESS IN ANY WAY.

CLOSE ALL JUNCTION BOXES ABOVE CEILING AND MARK "EMPTY" IF BOXES ARE EMPTY. (NO EXCEPTIONS)

ALL MULTIPLE FLOOR PENETRATIONS IN THE CENTRAL PATIENT BUILDING SHOULD BE REVIEWED WITH THE SANFORD CONSTRUCTION MANAGER FOR STRUCTURAL HAZARDS.

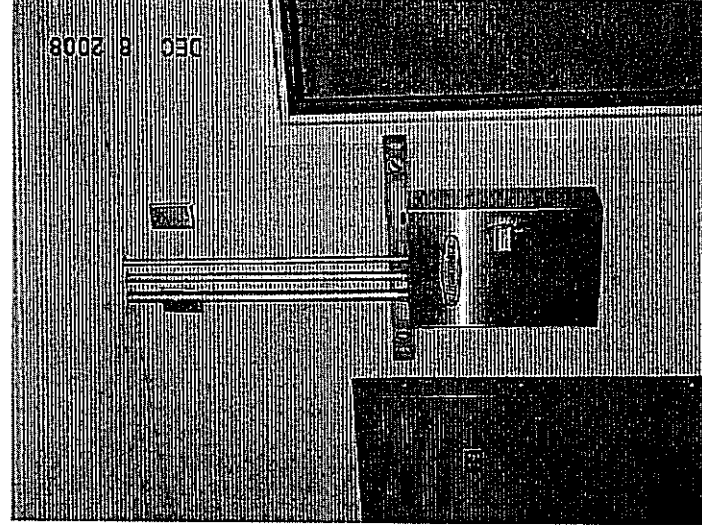
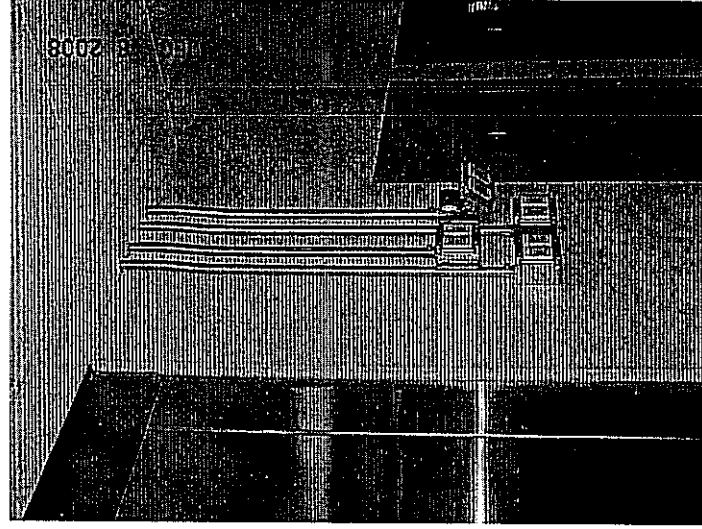
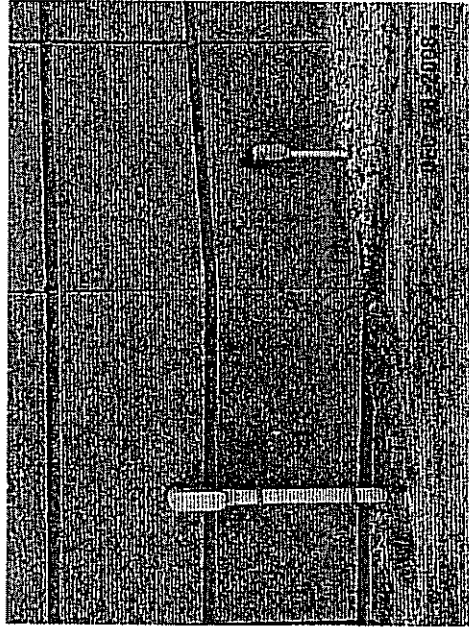
ALL STRUCTURAL WALL MODIFICATIONS WILL BE REVIEWED WITH THE SANFORD CONSTRUCTION MANAGER. ALL OPENINGS IN STRUCTURAL WALLS TO BE CLOSED OFF WILL BE BLOCKED OR BRICKED IN.

ALL MECHANICAL OPENINGS IN STRUCTURAL WALLS GREATER THAN 16" IN WIDTH WILL REQUIRE A LINTEL.

BRING ALL DISCARD FLORESCENT BULBS TO THE HOSPITAL LOWER LEVEL FOR RECYCLING.

# EXPOSED CONDUIT

**CONDUIT SHOULD NEVER BE PLACED IN AN EXPOSED CONDITION UNLESS THIS HAS BEEN APPROVED BY THE SANFORD CONSTRUCTION MANAGER PRIOR TO THE INSTALLATION.**

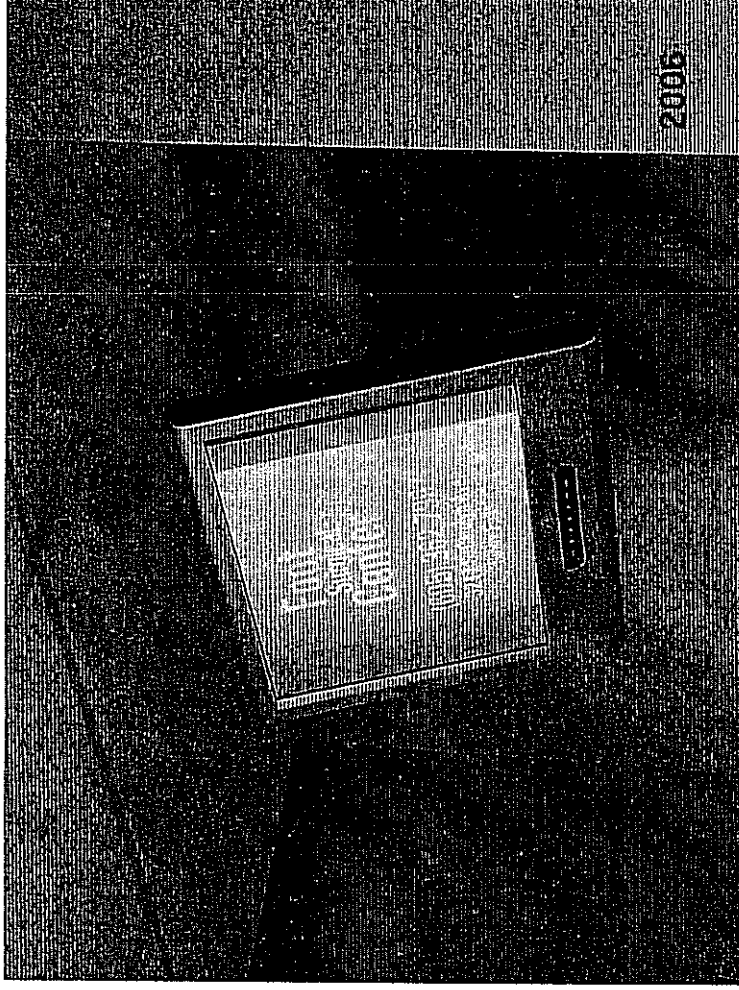


**IF INSTALLED WITHOUT PRIOR SANFORD APPROVAL, EXPOSED CONDUIT WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.**

# LODGENET TV REMOVALS / INSTALLS

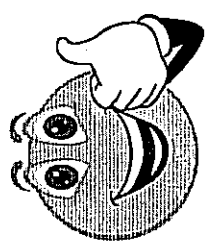
**WHEN REMOVING OR INSTALLING A TELEVISION WITHIN HOSPITAL FACILITIES, YOU MUST BRING THE REMOVAL / INSTALLATION INFORMATION TO THE SANFORD MASTER ELECTRICIAN, DEAN KOOIMAN, PRIOR TO THE WORK.**

**ALL TV's IN THE HOSPITAL MUST BE TRACKED FOR LOCATION AND USAGE.**

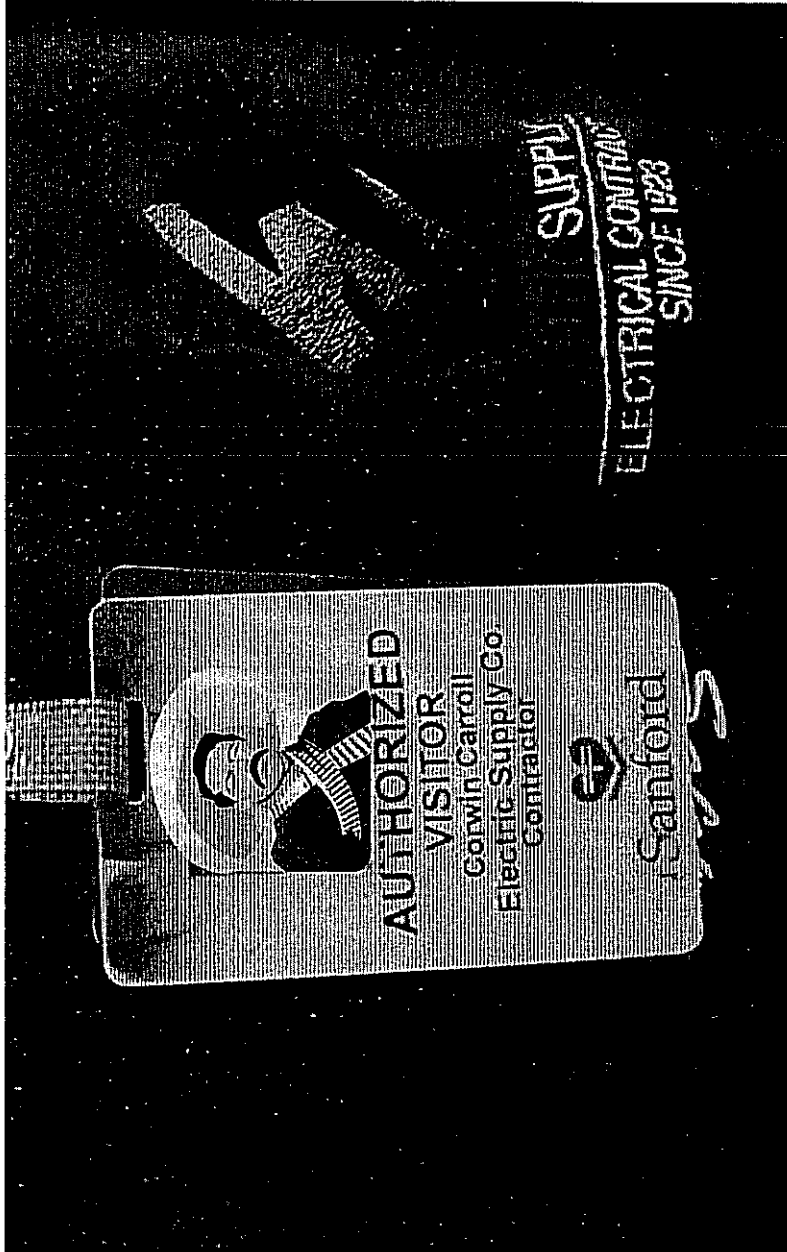


**TV SYSTEM MODIFICATIONS MAY REQUIRE SPECIFIC CONFIGURATION INFORMATION OR DEVICES FROM LODGENET**

# CONTRACTOR IDENTIFICATION



WEAR 'EMI'  
CORY DOES!



**OH YES, YOU DO NEED A BADGE!**

**NAME TAGS FOR ALL CONTRACTORS IDENTIFYING THE COMPANY THEY WORK FOR WILL BE REQUIRED TO BE WORN ABOVE THE WAIST AND BE VISIBLE AT ALL TIMES.**

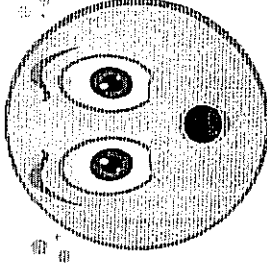
# CERTAIN SANFORD DEPARTMENT PERSONNEL WILL HAVE AUTHORITY FOR CONTRACTOR OVERSIGHT



**BOB**  
Phelan  
CAD Specialist  
Sanford USD Medical Center  
Construction Services



DEPARTMENT NAME **Sanford**



- IF THIS SAYS:
- CONSTRUCTION SERVICES
  - INFECTION CONTROL
  - SAFETY
  - MAINTENANCE

THEN THE PERSON WEARING THIS BADGE HAS AUTHORITY FOR CONTRACTOR OVERSIGHT

CERTAIN SANFORD EMPLOYEES WILL BE AUTHORIZED TO HALT YOUR WORK AT ANYTIME IF THEY NOTICE AN IMPROPER OR NON-STANDARD PRACTICE BEING PERFORMED.

NON-CONFORMING PRACTICES WILL BE REPORTED TO YOUR COMPANY AND CORRECTIVE ACTIONS WILL BE TAKEN.



# POLICY VIOLATION CITATIONS

200-12520-0017 Construction Violation Notice

**IF A VIOLATION OF SANFORD CONSTRUCTION POLICIES OR PROCEDURES HAS BEEN IDENTIFIED, THE CITATION SHOWN ABOVE COULD BE ISSUED TO YOU.**

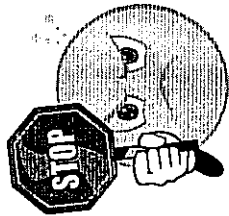
**ACTIONS WILL BE TAKEN BY SANFORD AND YOUR EMPLOYER DEPENDING ON THE SEVERITY OF THE VIOLATION. MULTIPLE OR REPEAT VIOLATIONS COULD RESULT IN YOUR SANFORD CAMPUS WORK AUTHORIZATION TO BE REVOKED.**



# IF YOU DO NOT KNOW... (THE PROPER PROCEDURE)



## CONTACT YOUR SUPERVISOR BEFORE PROCEEDING!



➤ PEOPLE'S HEALTH AND POSSIBLY THEIR LIVES ARE AT STAKE  
EVERY TIME YOU WORK IN THIS FACILITY.

Read and follow: Sanford Administrative SOP #S-019

➤ LET'S ALL WORK SAFELY TOGETHER.

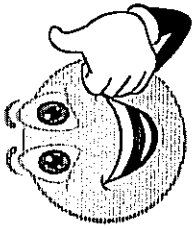
➤ IF ANY INCIDENT OCCURS WITHIN THE FACILITY WHICH CAUSES  
MAJOR INJURY, DAMAGE OR AFFECTS LIFE SAFETY IN ANY WAY:  
CALL LEE DOOHEN AT: OR ASSISTANT CONST. MGR. AT:

333-6669 OR 351-3192

333-6638

Who to notify of problems:

Maintenance	333-6667
Infection Control	333-7363
Security	333-1111
Safety	333-6672
EMERGENCY	333-1234 OR 911



# REMEMBER THE ISSUES:

- PATIENT, STAFF & WORKER SAFETY 
- INFECTION CONTROL 
- SITE CONTAINMENT & FILTRATION 
- FIRE PROTECTION 
- PATIENT CONFIDENTIALITY 
- SECURITY 
- REGULATIONS AND DOCUMENTATION 
- STANDARDS OF BEHAVIOR 

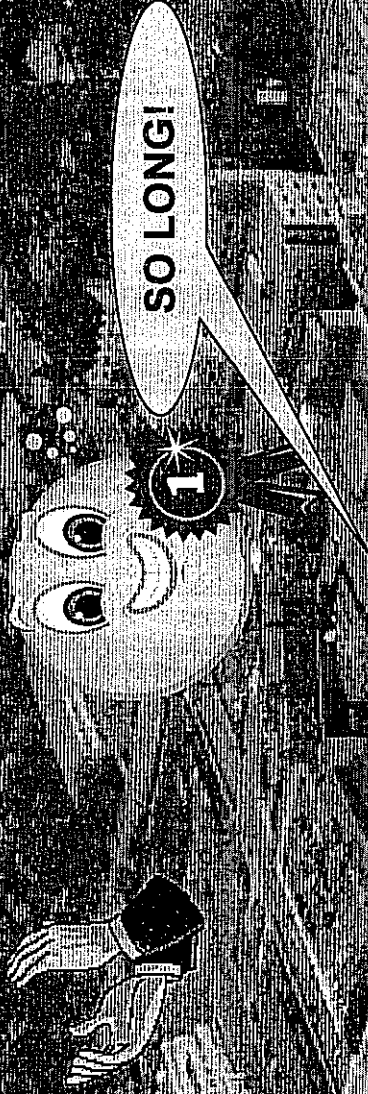
THE CONTINUOUS OPERATION OF THIS FACILITY AND THE SAFETY OF PATIENTS, STAFF,  
AND YOUR CO-WORKERS MUST BE:



**YOUR #1 PRIORITY AT  
ALL TIMES.**

March 2009

FROM SANFORD CONSTRUCTION SERVICES



**THANK YOU**

**SAFETY IS EVERYONE'S**  
**RESPONSIBILITY!!!**

**CAN YOU MAKE A DIFFERENCE?**

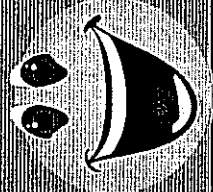
**YES... YOU CAN PREVENT INJURY AND SAVE LIVES!!!**

**YOU ARE NOW REQUIRED TO TAKE THE SANFORD HEALTH CONTRACTOR'S TRAINING QUIZ.**

**CONTRACTOR BADGES TO WORK IN SANFORD HEALTH FACILITIES WILL NOT BE ISSUED WITHOUT A MINIMUM PASSING SCORE OF 70%.**

**EVEN WITH A PASSING SCORE, ANY QUESTIONS MISSED ON THE QUIZ SHOULD BE REVIEWED AGAIN.**

**CONTRACTORS (AND ALL SUBCONTRACTORS) WILL BE REQUIRED TO SUBMIT EMPLOYEE NAMES, DATES, AND SCORES (QUIZ PASS/FAIL) TO SANFORD CONSTRUCTION SERVICES BEFORE CONTRACTOR BADGES ARE ISSUED. CONTRACTORS SHOULD KEEP THE COMPLETED QUIZ IN THE EMPLOYEE'S FILE. THIS TRAINING AND QUIZ MUST BE ADMINISTERED TO ALL NEW EMPLOYEES AND RE-ADMINISTERED ANNUALLY TO ALL EMPLOYEES WORKING IN SANFORD CAMPUS FACILITIES**



**SEE YOU AT THE JOBSITE!**

**SUBCONTRACTOR'S APPLICATION FOR PAYMENT / LIEN WAIVER**

TO: **HENRY CARLSON COMPANY**

FROM: \_\_\_\_\_ PROJECT: \_\_\_\_\_

PAYMENT REQUEST NO. \_\_\_\_\_ PERIOD: \_\_\_\_\_ to \_\_\_\_\_

**STATEMENT OF CONTRACT ACCOUNT:**

- 1. Original Contract Amount \_\_\_\_\_
- 2. Value of Approved Change Orders (As per attached breakdown) (Net) \_\_\_\_\_
- 3. Adjusted Contract Amount **(Line 1 + 2) =** \_\_\_\_\_
- 4. Value of Work Completed to Date: (As per attached breakdown) \_\_\_\_\_
- 5. Value of Approved Change Orders Completed: \_\_\_\_\_
- 6. Materials Stored on Site: (As per attached breakdown) \_\_\_\_\_
- 7. Total to Date **(Line 4 thru Line 6) =** \_\_\_\_\_
- 8. Less Amount Retained ( % ) \_\_\_\_\_ ( )
- 9. Total Less Retainage **(Line 7 - Line 8) =** \_\_\_\_\_
- 10. Total Previously Certified (Deduct) **(Line 9 from Previous Application) ( )** \_\_\_\_\_
- 11. AMOUNT DUE THIS REQUEST **(Line 9 - Line 10)**

**CERTIFICATE OF THE SUBCONTRACTOR:**

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the contractor, to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws inso as applicable to the performance of this Contract.

**WAIVER OF LIEN**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' lien or other liens or claims upon the real property situated in the County of Minnehaha State of South Dakota, described as: State Theatre Utility extension on account of labor or services performed at or materials furnished or delivered to the real property above described or any building, construction or improvement thereon by the undersigned to this date. This lien waiver is contingent upon receipt of the above referenced payment.

Date:  
Subscribed and sworn before me this \_\_\_\_\_ day

\_\_\_\_\_  
Signature of Officer

of \_\_\_\_\_, \_\_\_\_\_.

PRINTED NAME: \_\_\_\_\_

Notary Public: \_\_\_\_\_

TITLE: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

DATE: \_\_\_\_\_

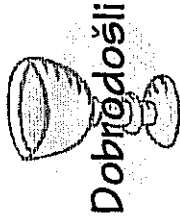




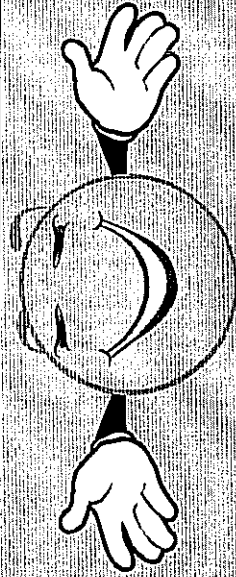
EXHIBIT H

Willkommen

Bienvenido



Dobrodošli



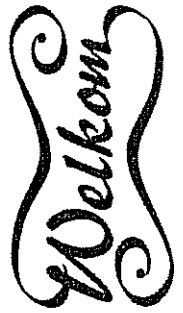
JANUARY 2009 EDITION

# WELCOME TO THE SANFORD HEALING CONTRACTOR TRAINING PRESENTATION

CLICK MOUSE; HIT RETURN KEY; OR USE UP/DOWN KEYS TO NAVIGATE SLIDES  
\*\*\*NOTE\*\*\* SOME SLIDES REQUIRE TWO CLICKS/RETURNS TO ADVANCE THE SLIDE OR ANIMATION

EXHIBIT H

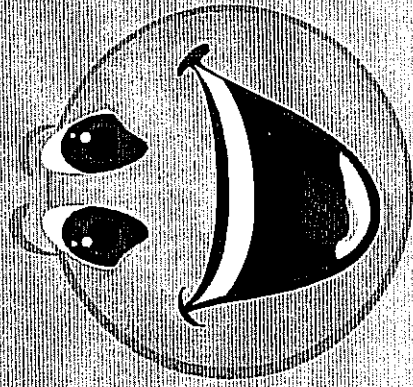
EXHIBIT H - March 2009



THE FOLLOWING PRESENTATION CONTAINS A  
LARGE AMOUNT OF VITAL INFORMATION.

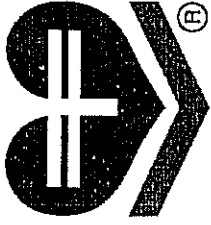
IT IS IMPERATIVE THAT YOU REMEMBER AS MUCH  
AS POSSIBLE OF WHAT YOU WILL SEE PRESENTED  
IN THIS TRAINING PROGRAM.

WE HAVE ATTEMPTED TO MAKE IT A LITTLE  
ENTERTAINING AS WELL AS EDUCATIONAL.



ENJOY!

(AND LEARN)



# Sanford

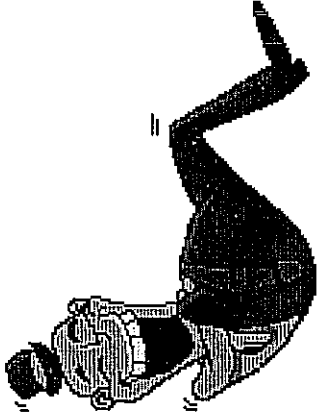
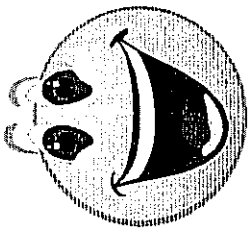
**\*\*\*NOTICE\*\*\***

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**A 125 QUESTION ESSAY TEST WILL BE  
ADMINISTERED FOLLOWING THE COMPLETION OF  
THIS TRAINING PRESENTATION.**

**A PASSING SCORE OF 96% IS REQUIRED FOR THIS  
EXAMINATION.**

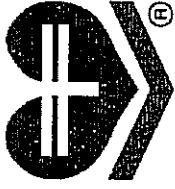
**IF YOU INCORRECTLY ANSWER MORE THAN FIVE QUESTIONS, YOU  
WILL BE BEATEN AND FIRED.**



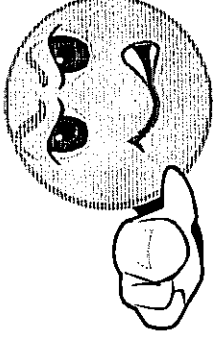
**(JUST KIDDING...)**

**(WE WANT TO MAKE SURE YOU ARE PAYING ATTENTION.)**

OK, LET'S GET  
SERIOUS  
NOW....



Sanford



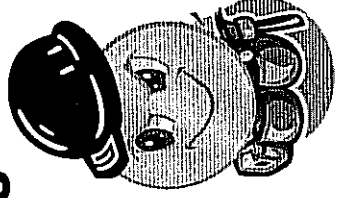
**\*\*\*<sup>(REAL)</sup>NOTICE\*\*\***

**A SHORT QUIZ WILL BE ADMINISTERED  
FOLLOWING THE COMPLETION OF THIS  
TRAINING PRESENTATION.**

**A PASSING SCORE OF 70% IS REQUIRED FOR  
THIS QUIZ.**

**(NO, YOU WILL NOT BE FIRED IF YOU FAIL, YOU JUST MAY NOT BE WORKING HERE AT SANFORD!)**

**PLEASE READ EVERY SLIDE. We realize that it is  
impossible to memorize all the information you  
will see here. Taking notes is recommended.**



**BUCKLE YOUR TOOLBELTS, HERE WE GO....**

WOW! A CASTLE!  
COOL!



WHAT DAY WAS THIS?  
I CAN NEVER FIND A  
PARKING SPOT!

# GUIDELINES FOR CONTRACTORS

**PRESENTED BY:**

**SANFORD CONSTRUCTION SERVICES**




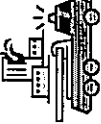




**CONSTRUCTION IN A HOSPITAL SETTING**

**WORKING SAFELY IS THE MOST IMPORTANT  
THING YOU WILL DO TODAY**

**WORKING IN A HOSPITAL HAS UNIQUE CHALLENGES YOU WILL NOT ENCOUNTER ELSEWHERE!**



# CONSTRUCTION ISSUES ENCOUNTERED IN A HOSPITAL ENVIRONMENT

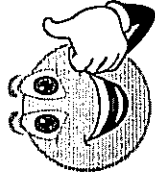
- SITE SAFETY PRACTICES 
- INFECTION CONTROL 
- SITE CONTAINMENT & FILTRATION 
- FIRE PROTECTION 
- PATIENT CONFIDENTIALITY 
- SECURITY 
- REGULATIONS AND DOCUMENTATION 
- STANDARDS OF BEHAVIOR 

THE FOLLOWING SLIDES WILL DISCUSS THE PROCEDURES WHICH MUST BE FOLLOWED  
DURING ANY CONSTRUCTION ACTIVITIES WITHIN SANFORD HEALTH FACILITIES.

ALL CONTRACTOR ACTIVITIES MUST ADHERE TO SOP S-019

# SITE SAFETY PRACTICES

➤ ALWAYS FOLLOW SAFETY PRACTICES AS DIRECTED IN SANFORD SOP #S-019 AND THOSE DICTATED BY YOUR COMPANY'S ESTABLISHED STANDARDS AND TRAINING



➤ KEEP A CLEAN, ORDERLY WORK SITE

➤ WEAR PERSONAL PROTECTIVE EQUIPMENT (PPE) WHEN REQUIRED

➤ KNOW THE LOCATION OF THE MSDS MANUAL AND KNOW THE MATERIALS YOU HANDLE

➤ BE FAMILIAR WITH YOUR WORK AND SURROUNDINGS

➤ KNOW WHERE YOU ARE CUTTING / DRILLING

➤ KNOW YOUR EMERGENCY PROCEDURES AND FOLLOW THEM EXACTLY

➤ ALWAYS KEEP A FIRE EXTINGUISHER CLOSE BY AND KNOW HOW TO USE IT

➤ ALWAYS KNOW WHERE THE NEAREST FIRE PULL STATION IS LOCATED

➤ KNOW THE FLAMMABILITY OF THE MATERIALS YOU HANDLE

➤ USE GOOD VENTILATION WHEN REQUIRED

➤ KEEP YOUR TOOLS IN GOOD WORKING ORDER

➤ FOLLOW LADDER SAFETY RULES

➤ KNOW THE SANFORD EMERGENCY OVERHEAD PAGE CODES

➤ FOLLOW ALL OSHA REGULATIONS

➤ ALWAYS PROTECT YOURSELF AND THOSE AROUND YOU.

# EMERGENCY PAGE CODES

\*\*\*UNDER REVISION\*\*\*

**Code Red (location):** This is the Fire Alarm code with the location of the alarm or fire. No response is required by contractors unless you caused the alarm. If this is the case, remain in the area and explain to hospital staff what was done to cause the alarm. All other contractors are directed not to use any elevator until the Code Red ALL CLEAR is paged.

**D-500 Disaster Alarm:** When this is paged, contractors are directed to stay in their work areas and out of the corridors. Contractors will not be allowed in or out of the buildings during this time. The Construction Manager will give further direction if necessary.

**Code Man:** This requires no response from contractors.

**Code Exit:** This indicates an infant, child or adult is missing with the number code at the end indicating the missing person's age. Hospital staff will monitor all exits. Contractors should search their immediate construction area if vacated of hospital personnel.

**Attention, Attention, Tornado Warning:** Indicates a need to move to lower areas away from windows.

**Code Blue/Code Green:** A medical emergency requiring hospital staff response.

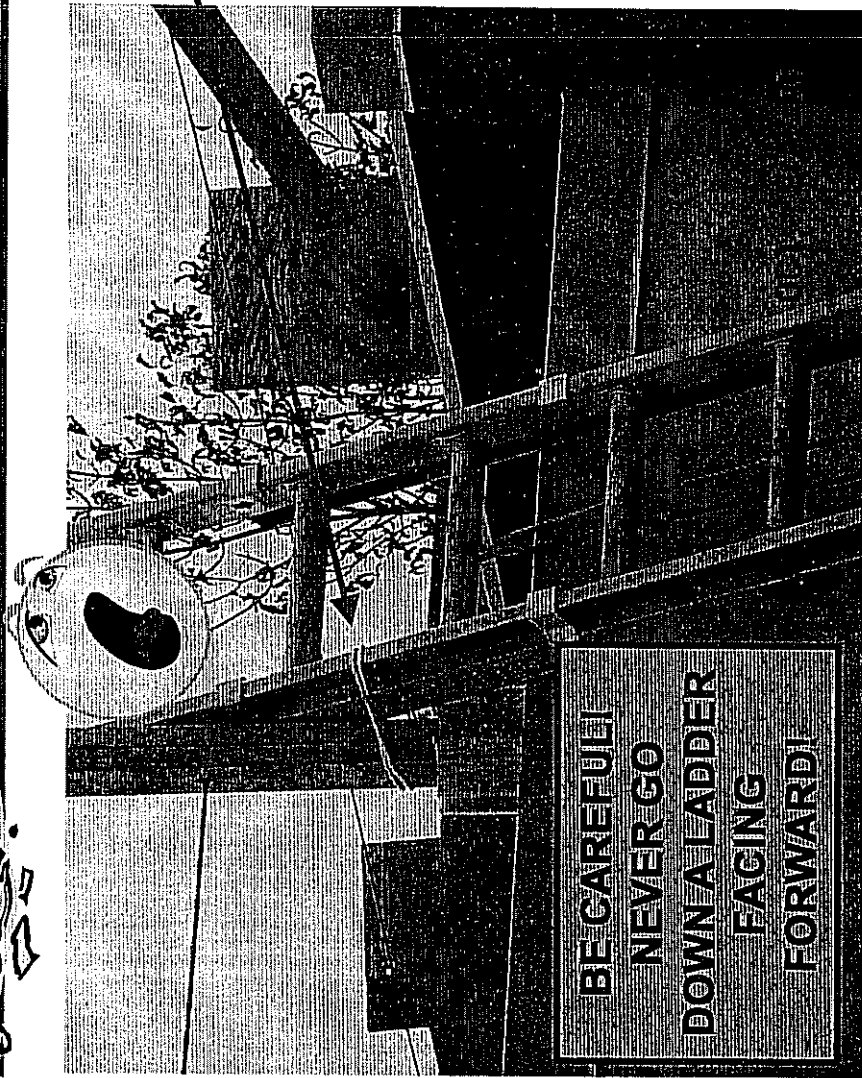
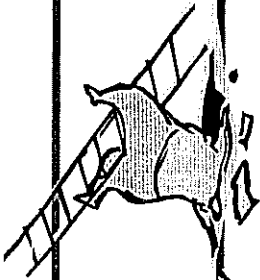
**Emergency Response Team:** For medical emergencies involving construction workers inside campus facilities that occur in non-patient areas: Call 3-1234 to activate in-house response staff. If the injured worker cannot be moved, call 3-1234 AND 911. A person should be designated to meet the Community EMS team to escort them to the injured person's location. For medical emergencies at exterior construction sites, call 911 only to activate the community emergency medical personnel.

MEMORIZE THESE CODES AND BE AWARE OF WHAT YOU ARE TO DO WHEN THEY ARE PAGED!



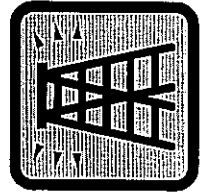
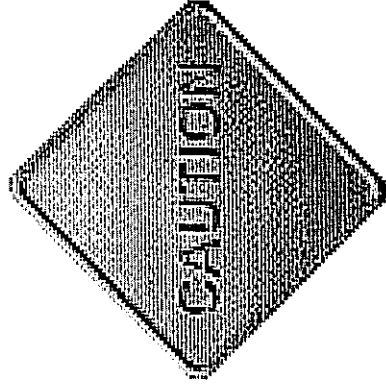


# LADDER SAFETY



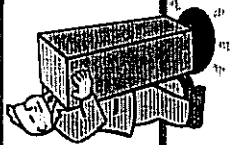
EXTENSION LADDERS SHOULD  
BE TIED OFF TO PREVENT  
ACCIDENTS

ALWAYS FOLLOW LADDER  
MANUFACTURER'S  
RECOMMENDATIONS AND YOUR  
COMPANY'S SPECIFIC GUIDELINES

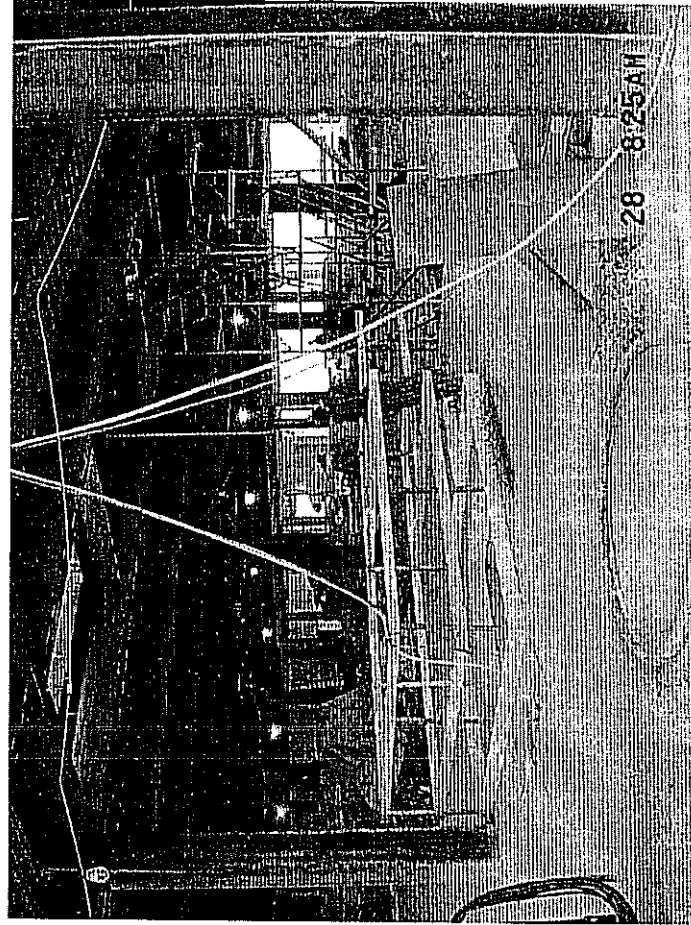
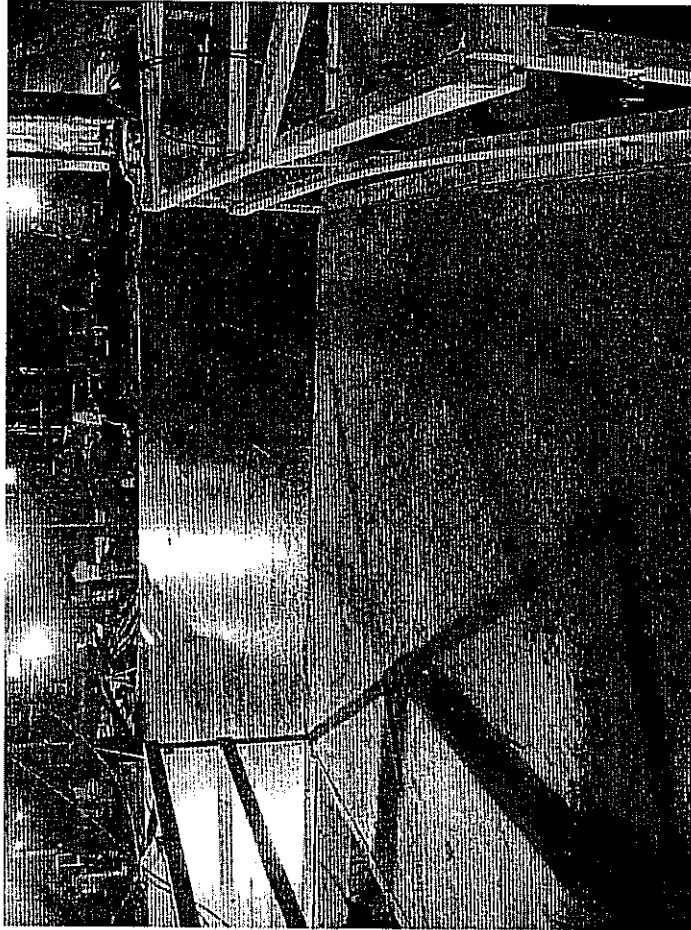


NEVER STAND ON A STEPLADDER ANY HIGHER  
THAN THE HIGHEST RECOMMENDED STEP

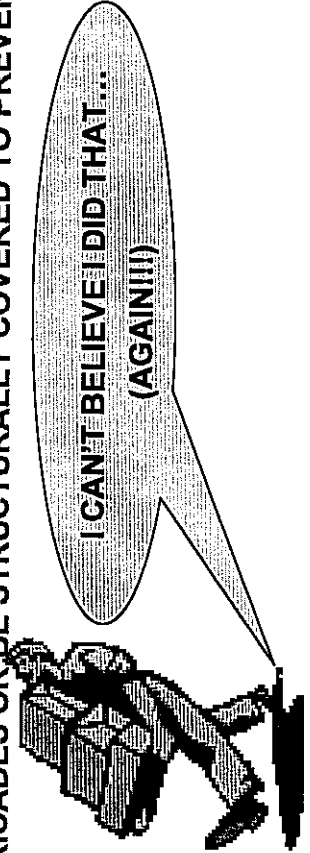
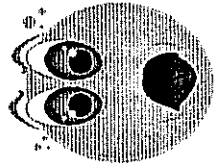




# FLOOR OPENINGS



FLOOR OPENINGS SHOULD ALWAYS HAVE BARRICADES OR BE STRUCTURALLY COVERED TO PREVENT FALLS.







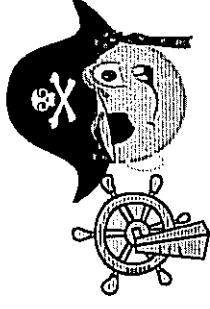
# ASBESTOS



ALL CONTRACTORS SHOULD BE FAMILIAR WITH AREAS WITHIN THE HOSPITAL THAT HAVE RESTRICTED ACCESS DUE TO ASBESTOS.

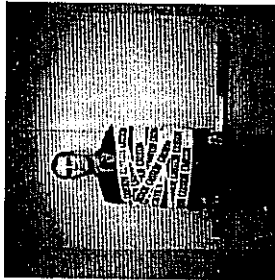
IF THE DEMOLITION OF A WORKZONE INDICATES THE POSSIBILITY OF ASBESTOS MATERIALS, STOP WORK AND CONTACT YOUR SUPERVISOR IMMEDIATELY.

THE CONTRACTOR SUPERVISOR SHOULD IMMEDIATELY CONTACT THE SANFORD CONSTRUCTION MANAGER TO DETERMINE THE PROPER COURSE OF ACTION BEFORE PROCEEDING WITH ANY FURTHER WORK IN THE AREA.



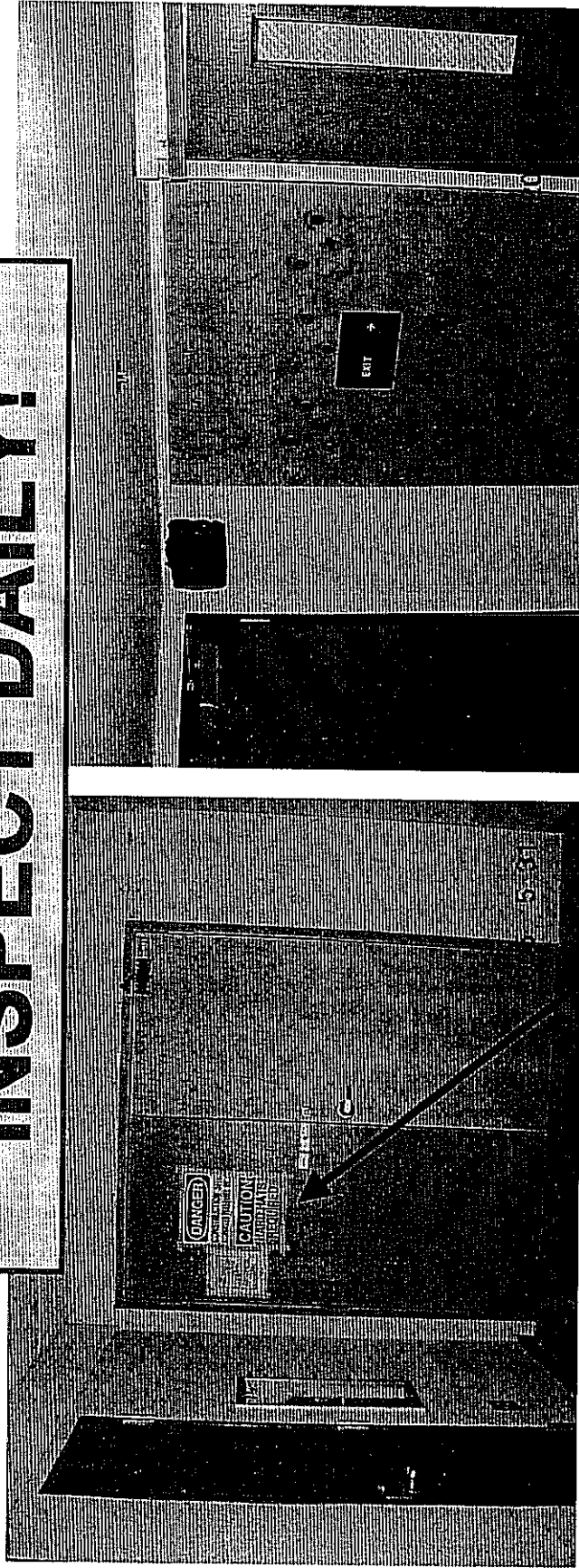
ARRGGH! YOU DON'T  
WANT A DEAD MAN'S  
CHEST!

# CONSTRUCTION AREA SIGNAGE



PROPER SIGNAGE IS REQUIRED IN CONSTRUCTION ZONES  
TO PROTECT ALL WHO COME NEAR OR ENTER.

## INSPECT DAILY!

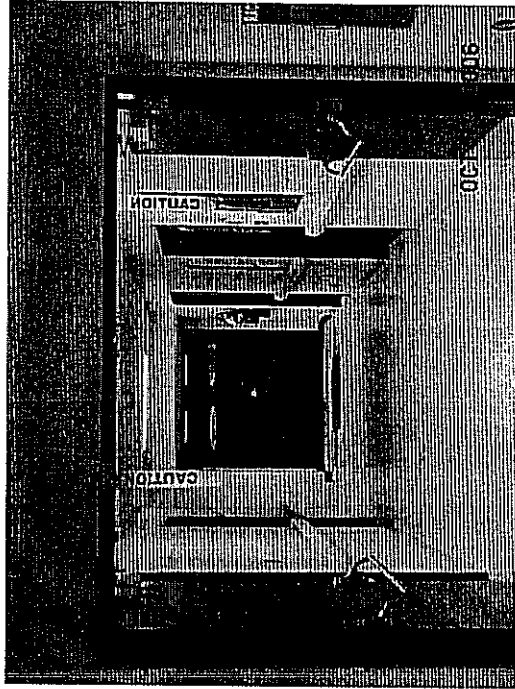
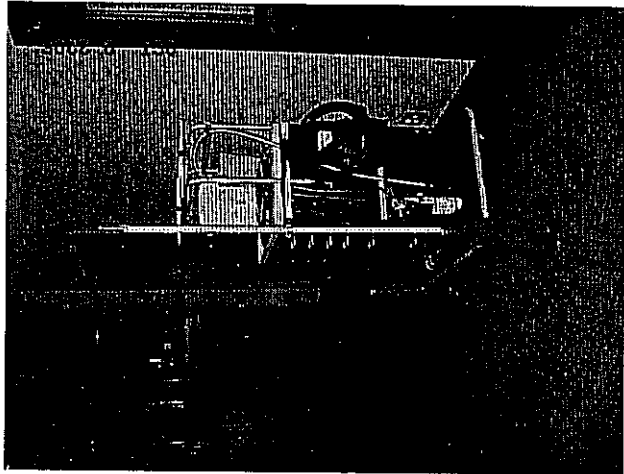
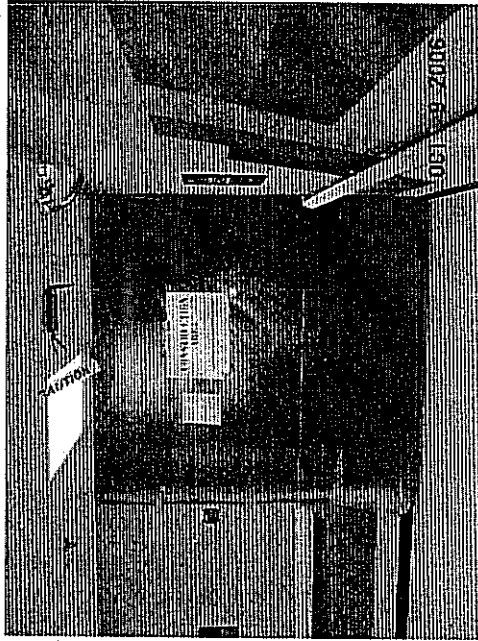
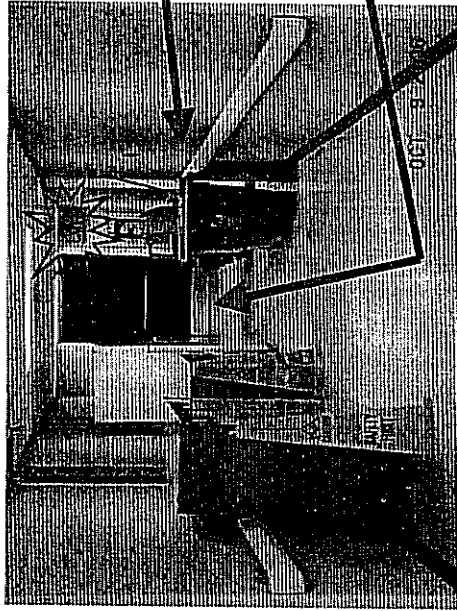
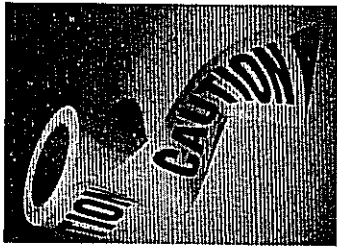


ENSURE THAT PROPER SIGNAGE GOES UP BEFORE THE PROJECT BEGINS AND STAYS UP UNTIL THE PROJECT HAS BEEN COMPLETED.

LIFE SAFETY EXITING REQUIREMENTS MUST BE MAINTAINED IN AND AROUND ALL WORKSITES.

# CORRIDOR ACCESS & WARNINGS

HOSPITAL CORRIDORS ARE TO BE KEPT CLEAR OF CARTS, LADDERS, AND TOOLS WHENEVER POSSIBLE. AT THE END OF THE WORKDAY YOU MUST REMOVE ANY ITEMS IN CORRIDORS OR EGRESS PATHWAYS. MAINTAIN AN UNOBSTRUCTED PATH TO AREA EGRESS POINT AT ALL TIMES.



ANY TIME WORK IS TO BE PERFORMED IN A PUBLIC OR STAFF AREA, SIGNAGE, CONES, CAUTION TAPE FLAGGING OR BARRICADES MUST BE INSTALLED WARNING OF THE WORK AREA.

# AWARENESS OF SURROUNDINGS

WHEN WORKING IN AN AREA, ALWAYS BE AWARE OF WHAT IS ABOVE, BELOW AND ON ALL SIDES OF YOUR WORKSPACE AND WHERE ALL SHUTOFF VALVES ARE LOCATED FOR THE AREA YOU ARE WORKING IN.

THERE IS ALWAYS THE POSSIBILITY THAT DEBRIS, TOOLS, OR SMALL PARTS CAN FALL THROUGH THE FLOOR, OR TRAVEL HORIZONTALLY TO OUTSIDE AREAS THROUGH EVEN SMALL OPENINGS.

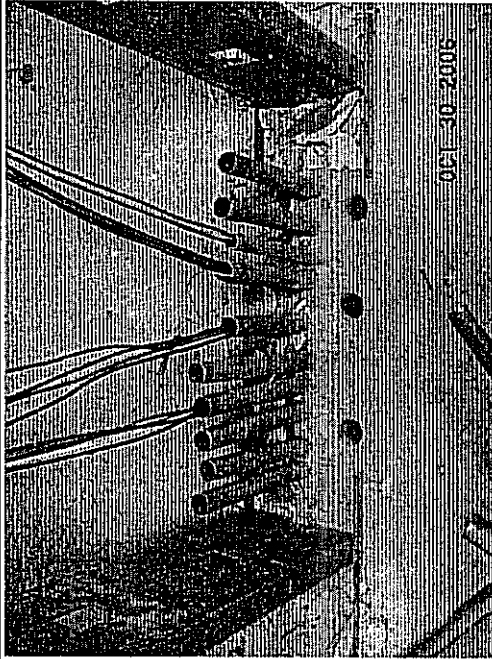
INSPECT BELOW YOUR AREA FOR DROP OR FALL HAZARDS AND CLOSE FLOOR OPENINGS AS SOON AS POSSIBLE.

IT IS ALSO POSSIBLE THAT SPARKS FROM GRINDING OR CUTTING, AND SLAG FROM CUTTING OR WELDING PROCEDURES CAN FIND THEIR WAY TO OTHER AREAS.

ANY TIME HOT WORK IS PERFORMED OR SPARKS ARE BEING CREATED, FIREWATCH PERSONNEL MUST BE STATIONED WHEREVER SPARKS OR SLAG COULD TRAVEL FOR A MINIMUM OF ONE HOUR AFTER HOT WORK IS COMPLETED.



**SPEAKING OF BEING AWARE OF SURROUNDINGS...THIS CAN HAPPEN SO EASILY....**

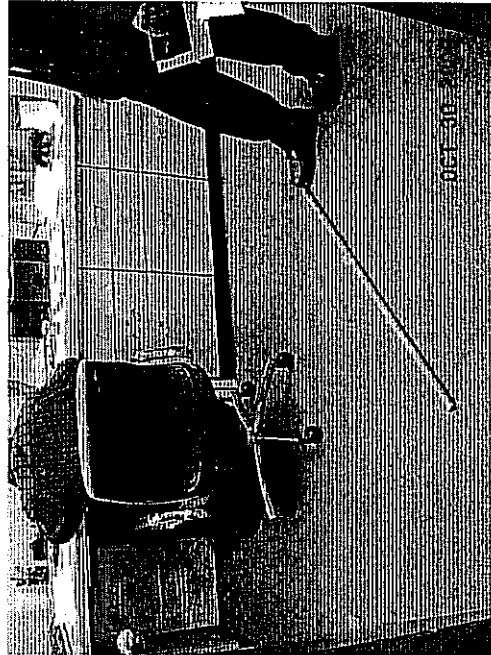


**DON'T LET  
THINGS  
FALL!!!**

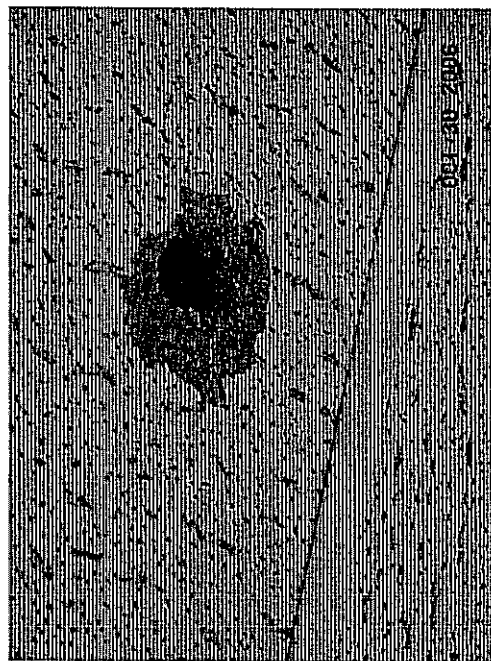


**DURING A DEMOLITION PROCEDURE IN AN AREA, CONDUIT WAS BEING REMOVED.**

**A SECTION OF CONDUIT CAME LOOSE BELOW THE FLOOR AND HAD SUFFICIENT VELOCITY TO PUNCTURE THE CEILING TILE AND ENTER INTO THE OFFICE BELOW NARROWLY MISSING A STAFF MEMBER .**



**LOOK  
ABOVE,  
BELOW  
AND ON  
ALL SIDES  
BEFORE  
YOU WORK!  
KNOW  
WHAT'S  
THERE**



**IT'S SCARY TO THINK ABOUT WHAT COULD HAVE HAPPENED.....**

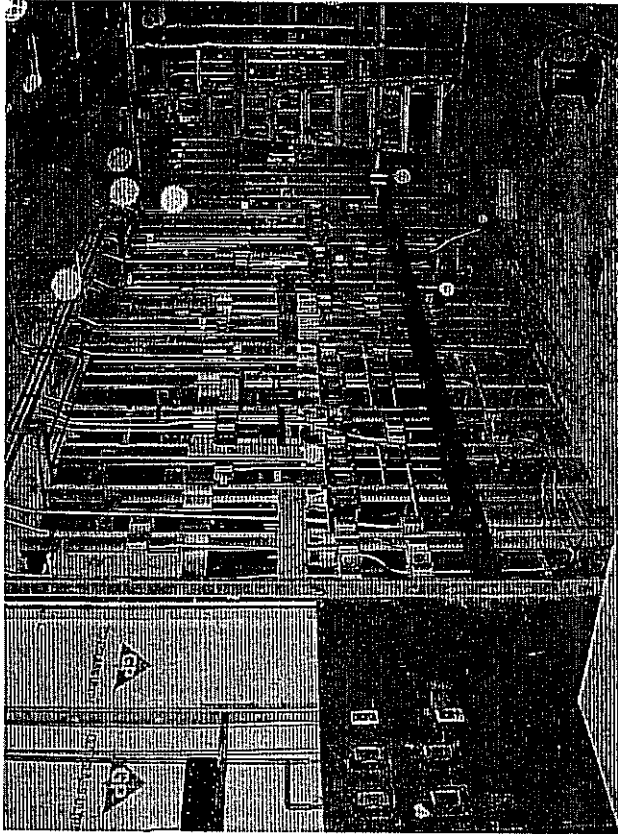


# HIDDEN UTILITIES

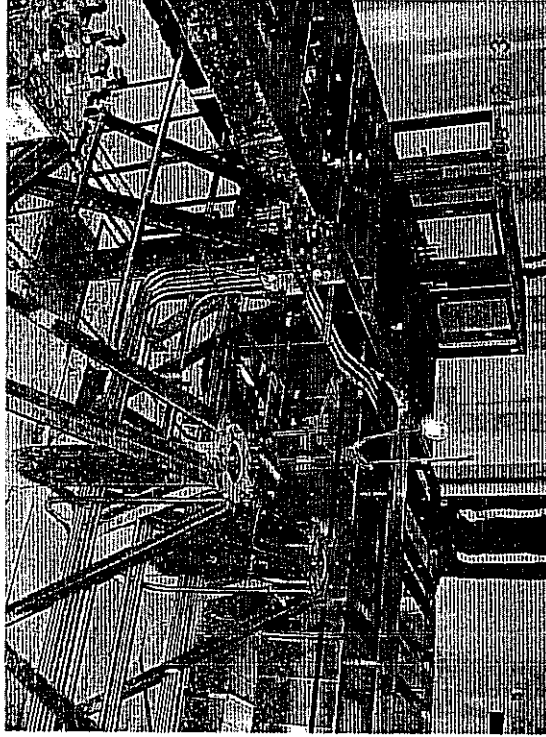
BLINDLY CUTTING OR DRILLING INTO A WALL OR CEILING CAVITY CAN CAUSE SERIOUS, OFTEN LIFE THREATENING CONSEQUENCES.

HOSPITAL WALLS CONTAIN VARIOUS VITAL MEDICAL GAS PIPINGS AS WELL AS ELECTRICAL AND DATA CIRCUITRY WHICH IS CONNECTED TO LIFE SUSTAINING EQUIPMENT.

IF JUST ONE OF THESE IS ACCIDENTALLY CUT,  
SOMEONE COULD DIE BEFORE REPAIRS COULD BE MADE.



KNOW EXACTLY WHAT YOU ARE CUTTING INTO...  
BEFORE YOU BEGIN THE CUT !!!  
BE AWARE OF YOUR BLADE / BIT LENGTH !!!

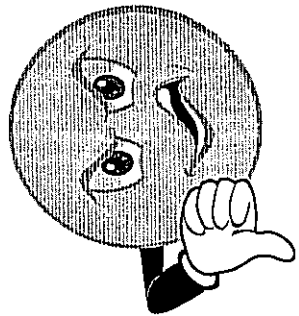
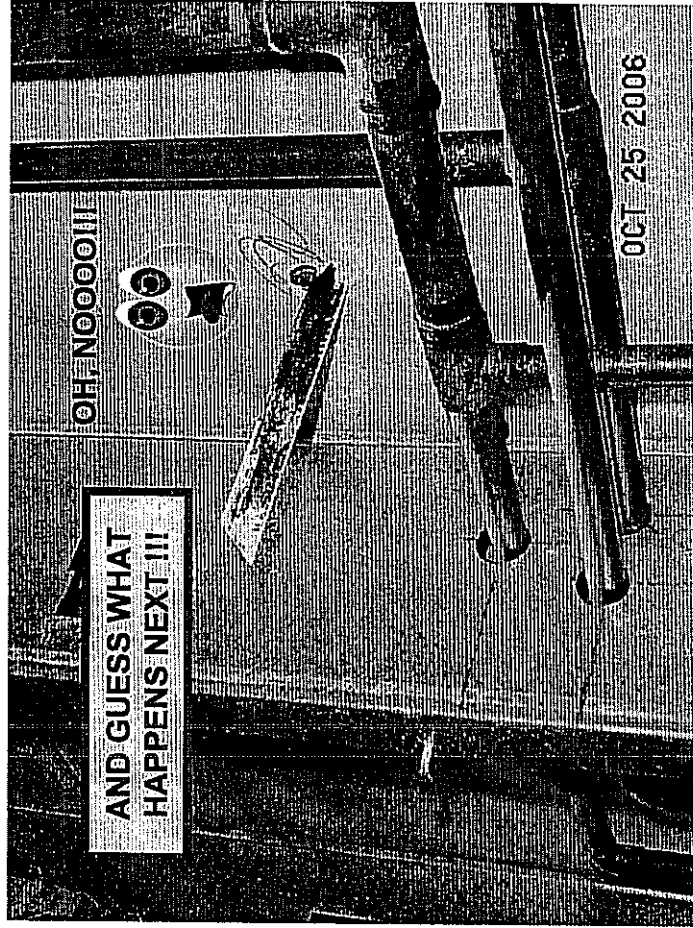
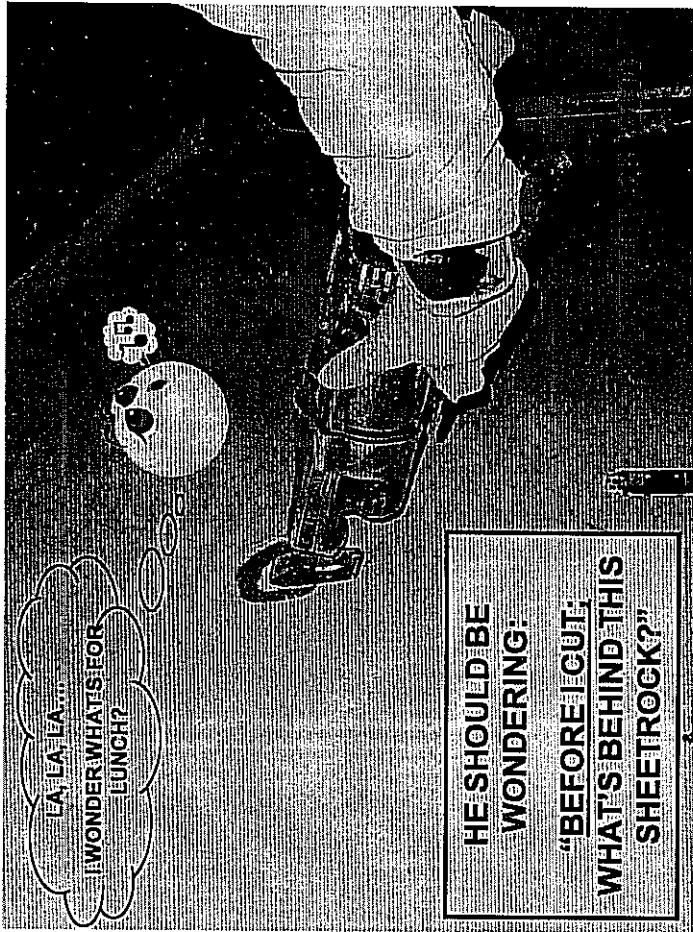


KNOW WHAT'S  
BACK THERE!!!



# SIMULATED UTILITY DAMAGE DISASTER

ACCIDENTS SIMILAR TO WHAT IS DEPICTED HERE HAVE ACTUALLY OCCURRED CAUSING A COMPLETE HOSPITAL SYSTEM FAILURE AND CREATING AN EMERGENCY SITUATION FACILITY WIDE.



TRUST ME...



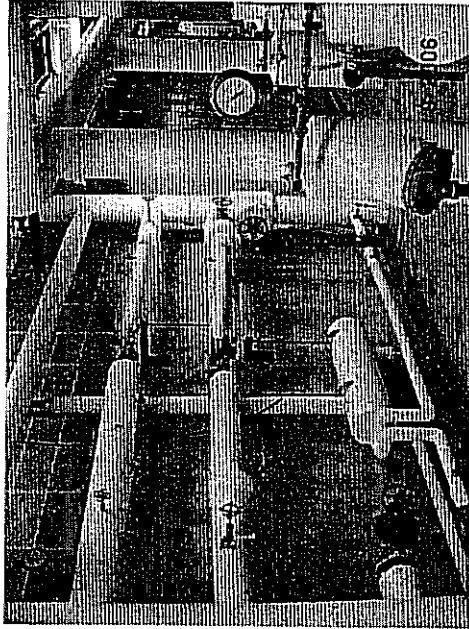
##\$&%@##&%!!!

YOU DON'T **EVER** WANT TO HAVE TO STAND IN THE OFFICE AND EXPLAIN HOW YOU DAMAGED A HOSPITAL SYSTEM AND CREATED A LIFE-THREATENING EMERGENCY CONDITION!!!

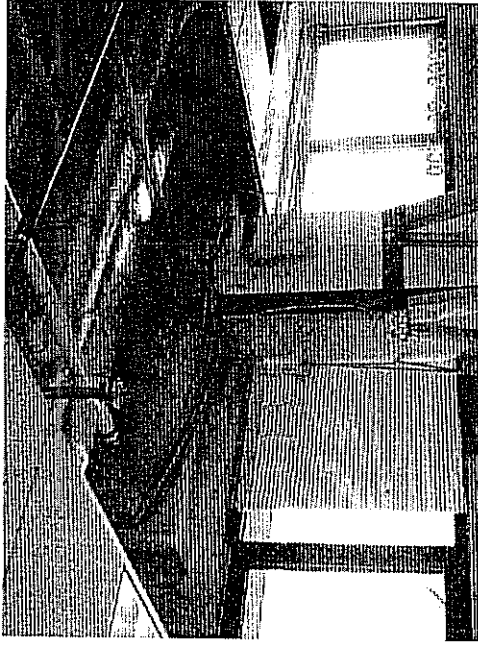
# OTHER HAZARDS TO WATCH FOR

ANY "OOPS" IN THIS FACILITY CAN RUIN YOUR DAY  
(AND A LOT OF OTHER PEOPLE'S DAY AS WELL)

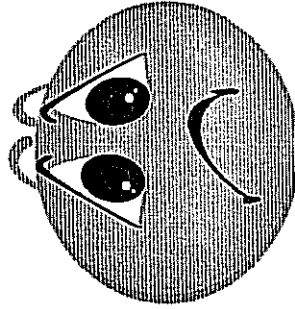
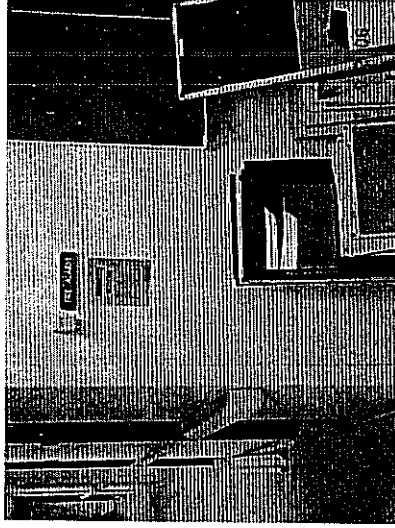
VALVES AND CONTROLS



SPRINKLER HEADS



PULL BOXES



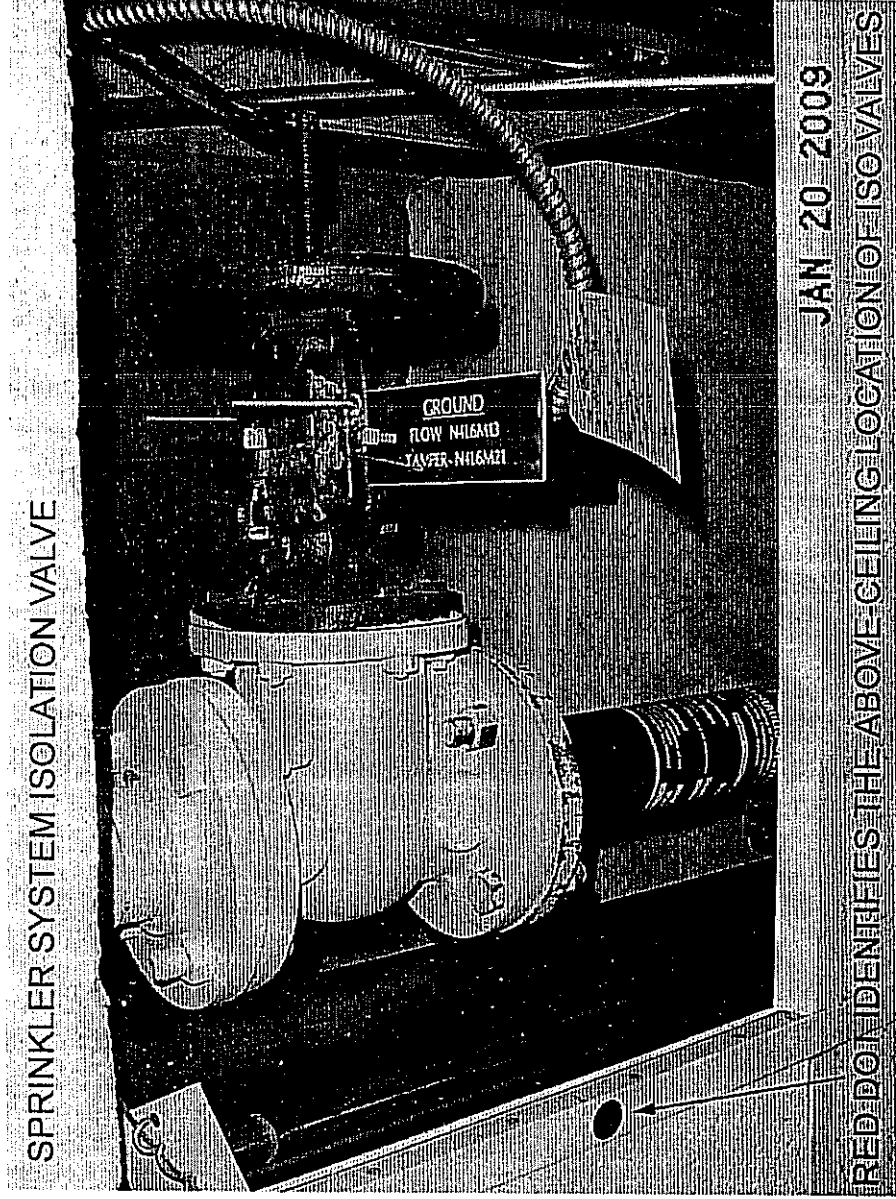
UH-OH.....



ALWAYS BE AWARE OF THE AREA AND DEVICES AROUND YOU.

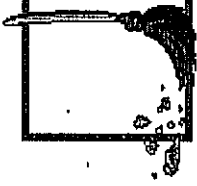
THE CONSEQUENCES OF DAMAGING, DISABLING, OR ACTIVATING ONE OF THEM CAN BE SERIOUS....!

# SPRINKLER ISOLATION VALVES



**BEFORE WORKING IN AN AREA WHERE SPRINKLER HEADS OR PIPING COULD BE DAMAGED, VERIFY THE LOCATION OF THE ISOLATION VALVE TO SHUT OFF FLOW TO YOUR WORK AREA. YOU NEED TO BE ABLE TO FIND THIS VALVE FAST!**





# INFECTION CONTROL



INFECTION CONTROL IS ONE OF THE MOST IMPORTANT FACTORS WE DEAL WITH WHEN DOING CONSTRUCTION WORK WITHIN A HOSPITAL. MANY OF OUR PATIENTS ARE IMMUNO-SUPPRESSED, WHICH MEANS THEY ARE HIGHLY PRONE TO INFECTION. THE SLIGHTEST CONTAMINATION WITH CONSTRUCTION DUST CAN PROVE HARMFUL.

ALWAYS FOLLOW INFECTION CONTROL PRACTICES AS DIRECTED IN S.O.P. #S-019

ERECT PROPER CONTAINMENTS; INSPECT & MAINTAIN THEM **CONSTANTLY**

(If something comes loose, or opens up, STOP what you are doing and repair it.)

USE NEGATIVE AIR MACHINES TO CONTROL AIRBORNE PARTICLES

USE WALK-OFF MATS AND KEEP THEM DAMP

BE FAMILIAR WITH YOUR WORK AND SURROUNDINGS

USE BOOTIES AND COVERALLS WHEN DIRECTED

CONTACT THE SANFORD CONSTRUCTION MANAGER WITH QUESTIONS OR CONCERNS

EACH CONSTRUCTION PROJECT IS ASSIGNED A RISK CATEGORY. THE REQUIRED CONTAINMENTS AND PROTECTIONS ARE SPECIFICALLY DESCRIBED IN SOPS 019. FOLLOW THESE PROCEDURES EXACTLY FOR THE CATEGORY OF YOUR PROJECT.

**YOUR CONTAINMENTS MUST BE INSPECTED AND APPROVED BY THE SANFORD CONSTRUCTION MANAGER BEFORE DEMOLITION OR CONSTRUCTION BEGINS**

# BODY SUBSTANCES



I DON'T  
FEEL SO  
GOOD!

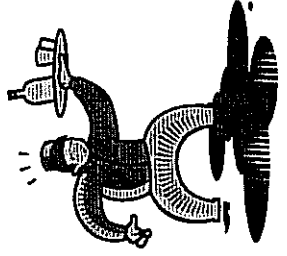
## HUMAN BODY SUBSTANCES COULD CARRY GERMS THAT CAN BE HARMFUL.

YOU MAY AT SOME POINT SEE WHAT MIGHT BE BODY  
SUBSTANCES.



### TO ENSURE YOUR SAFETY:

- ✓ AVOID DIRECT CONTACT WITH ANY SUSPECTED BODY SUBSTANCE
- ✓ PLACE A BARRICADE OR SIGN BY THE SUBSTANCE TO WARN OTHERS TO AVOID CONTACT.
- ✓ CONTACT SANFORD ENVIRONMENTAL SERVICES PROMPTLY TO CLEAN AND DISINFECT THE AREA.





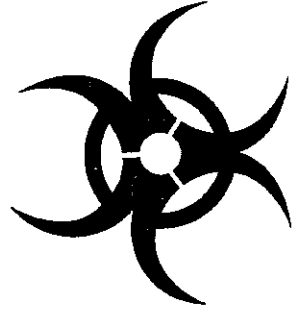
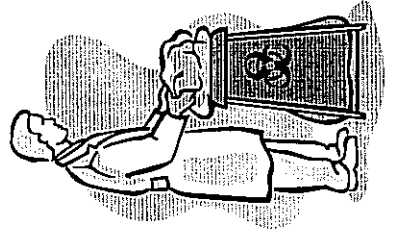
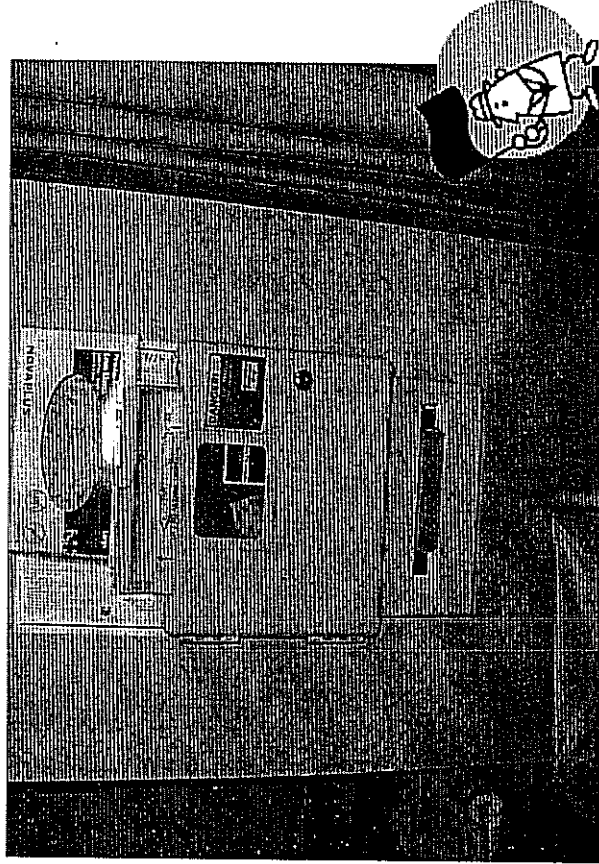


# SHARPS & BIOHAZARDS



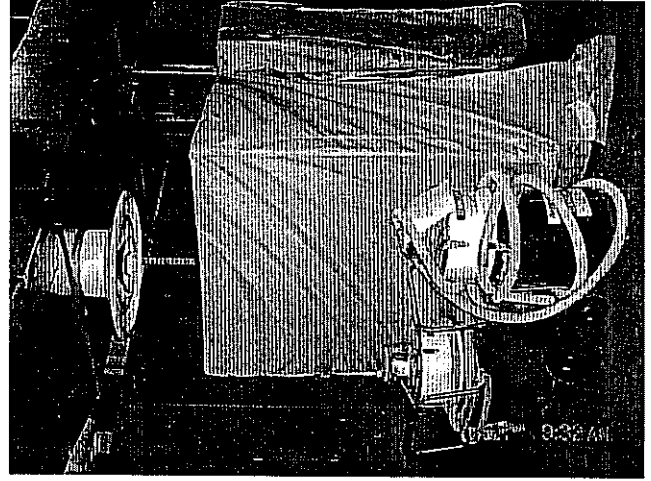
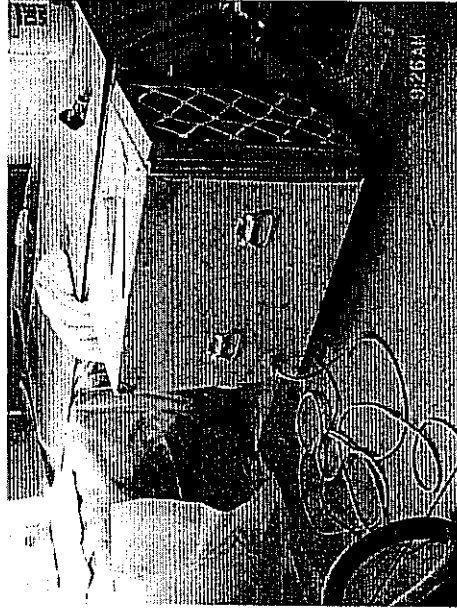
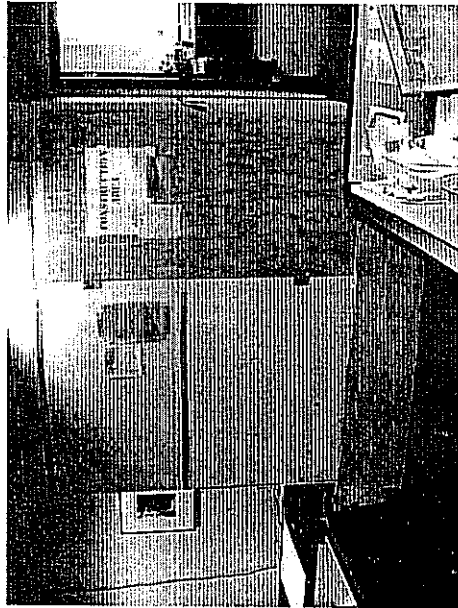
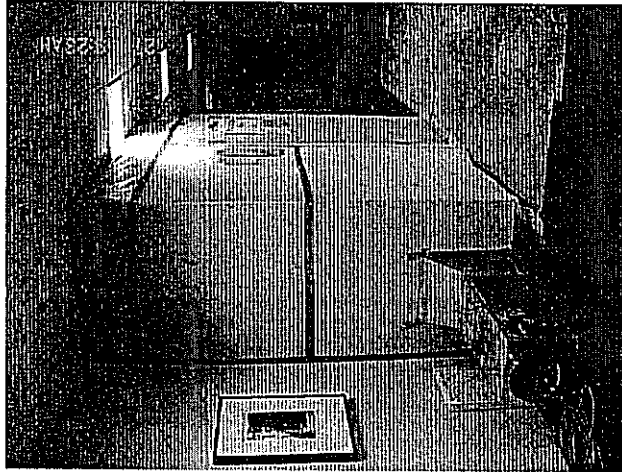
**DURING DEMOLITION OR REMODELING, YOU MAY ENCOUNTER A SHARPS OR BIOHAZARD CONTAINER WITH USED SYRINGES OR OTHER POTENTIALLY HAZARDOUS ITEMS IN THEM.**

- 1. CONTACT SANFORD ENVIRONMENTAL SERVICES TO HAVE THE INNER CONTAINER REMOVED.**
- 2. ONCE THE INNER CONTAINER HAS BEEN REMOVED, SHARPS CABINETS CAN BE REMOVED FROM THEIR MOUNTING LOCATION.**
- 3. SPECIAL DISPOSAL IS REQUIRED, SO DO NOT DISCARD SHARPS BIOHAZARD CONTAINERS UNLESS YOU ARE TOLD TO DO SO.**



**WHEN  
YOU SEE  
THIS  
SYMBOL...  
BEWARE!**

# DUST CONTAINMENT

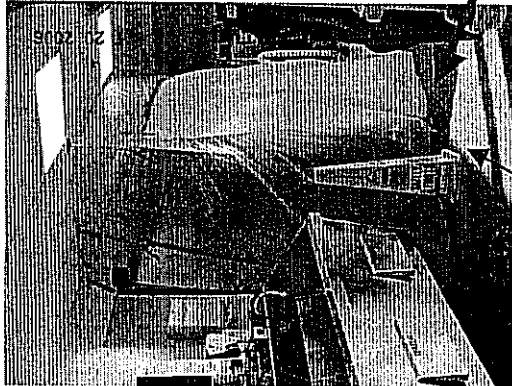


THE PHOTOS ABOVE REPRESENT THE PROPER CONTAINMENT OF AN AREA UNDER CONSTRUCTION WITH SIGNAGE AND NEGATIVE AIR EQUIPMENT IN PLACE, FLOORING PROTECTED, WALK-OFF MAT IN PLACE, ETC.

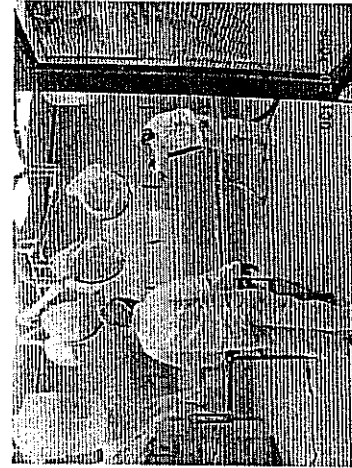
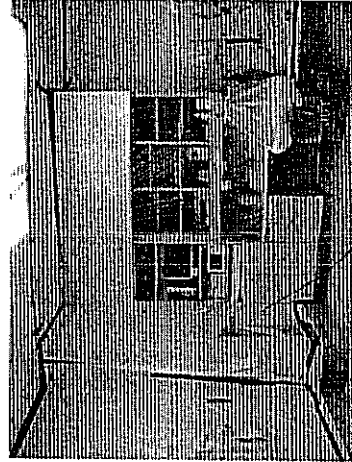
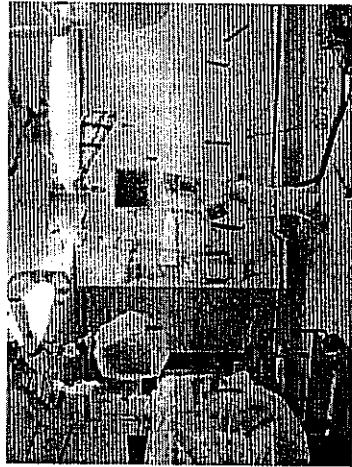
WALKOFF MATS MUST BE KEPT MOIST AT ALL TIMES, AND CLEANED REGULARLY!

THE PHOTO TO THE RIGHT SHOWS CONTAINMENT UNITS USED WHEN WORKING A SMALL AREA ABOVE A REMOVED CEILING TILE.

# DUST CONTAINMENT DETAILS



**CORRIDOR  
CONTAINMENT FOR  
ENTERING / LEAVING  
THE WORKZONE**

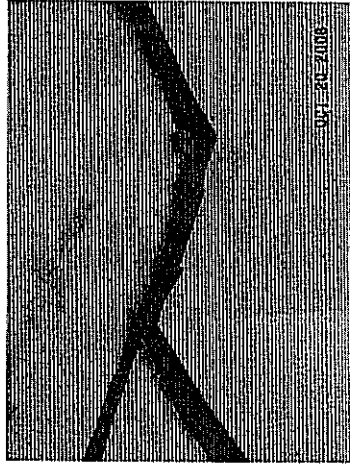


**TIGHT DUST CONTAINMENTS ARE CRUCIAL TO ANY  
PROJECT TAKING PLACE IN THIS FACILITY.**

**THESE PHOTOS REPRESENT CONTAINMENTS USED IN A  
STERILE ROOM UNDERGOING FLOOR WORK.**

**DO YOU SEE WHAT'S WRONG IN THIS PICTURE???**  
**LOOK CAREFULLY...**  
**THIS WORK AREA IS UNDER A POSITIVE PRESSURE CONDITION**  
**(THE PLASTIC IS BULGING OUTWARDS...)**  
**IT SHOULD BE UNDER NEGATIVE PRESSURE!!!**

**ALWAYS BE ALERT FOR TEARS OR LOOSE TAPE SEALS...REPAIR IMMEDIATELY.**



**DON'T ALLOW DUST  
TO ESCAPE YOUR  
CONTAINMENTS!**

# DEBRIS TRANSPORT

CONSTRUCTION DEBRIS MUST BE TRANSPORTED IN COVERED CARTS OR TUBS.



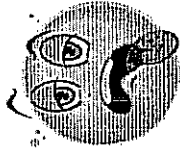
1. FOLLOW THE ROUTES DESIGNATED FOR THE PROJECT.
2. CART MUST BE FULLY COVERED, CONTAINING ALL DUST FROM ESCAPING.
3. MAKE SURE CARTS & WHEELS ARE CLEAN BEFORE ROLLING INTO A FINISHED AREA.

# NOISE / ODOR / VIBRATION

OTHER CONSIDERATIONS FOR CONTAINMENT ARE:



NOISE



ODOR / FUMES



VIBRATION

WHEN CONDUCTING ANY ACTIVITIES WHICH MAY INTRODUCE THESE INTO THE HOSPITAL ENVIRONMENT, ALL MEASURES SHOULD BE USED TO ELIMINATE, OR AT LEAST MINIMIZE THE OCCURRENCE OF THESE ISSUES.

NOISE: WHENEVER POSSIBLE; CUT, DON'T POUND. DON'T DROP OR THROW TOOLS, DUCTWORK, PIPES OR OTHER DEBRIS

ODOR / FUMES: VENTILATE THESE TO THE BUILDING EXTERIOR WHENEVER POSSIBLE. UTILIZE CARBON FILTERS IF NEEDED.

VIBRATION: MINIMIZE BY WHATEVER MEANS POSSIBLE.

ALWAYS CHECK WITH THE NEARBY HOSPITAL STAFF IN THE UNIT, AND ABOVE AND BELOW AND BESIDE THE UNIT, AND WITH THE SANFORD CONSTRUCTION MANAGER

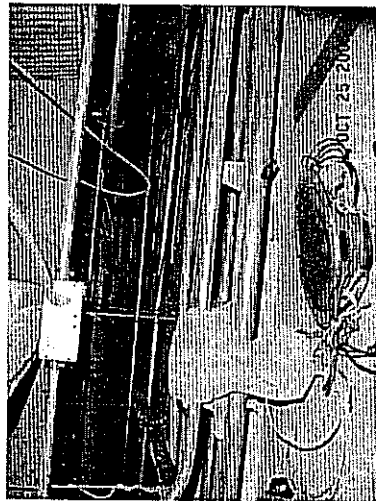
WELL IN ADVANCE BEFORE A DISRUPTIVE CONSTRUCTION OR DEMOLITION OPERATION WILL BE STARTED, TO ENSURE THAT IT WILL NOT AFFECT THE CARE OF PATIENTS OR THE OPERATION OF THE STAFF.

IN SOME CASES, THESE TYPES OF ACTIVITIES MAY NEED TO BE APPROPRIATELY SCHEDULED SO THAT DISRUPTION IS REDUCED.

# CEILING CAVITIES

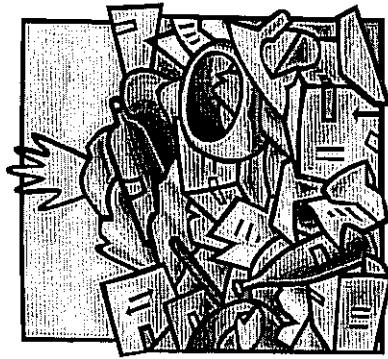


WE DON'T LIKE TO FIND THIS WHEN WE OPEN UP A CEILING!

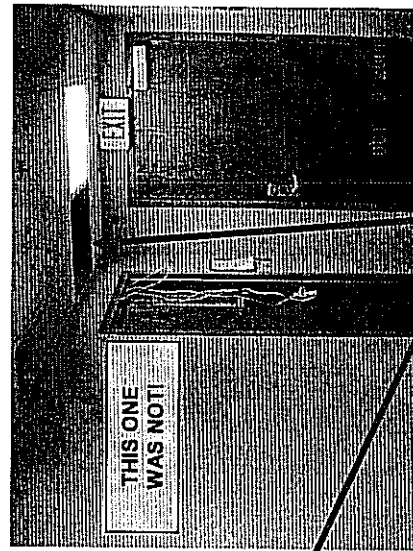
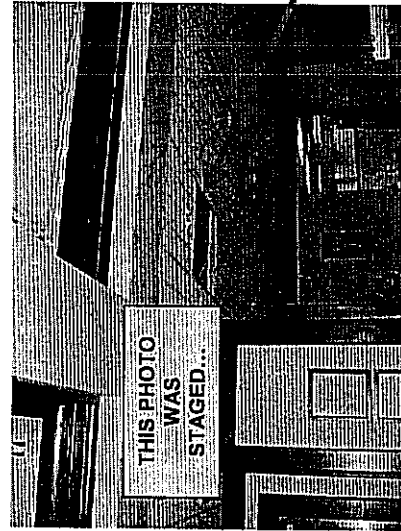
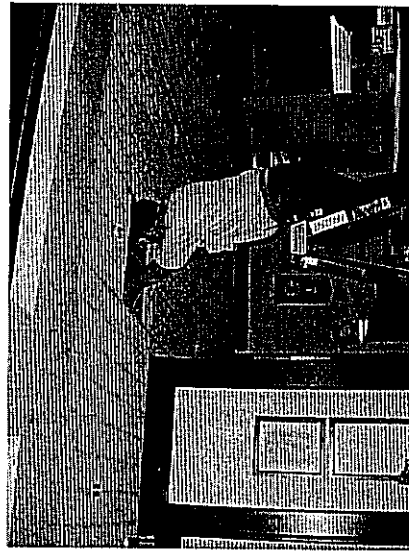
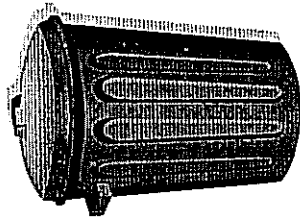


CEILING CAVITIES MUST BE KEPT FREE OF DEBRIS.

REMOVE ALL DEBRIS AND VACUUM DUST FROM TOP OF CEILINGS UPON COMPLETION OF WORK.



PUT THIS STUFF WHERE IT BELONGS... IN THE TRASH CAN!



NEVER LEAVE AN OPEN CEILING UNATTENDED, OR CABLING HANGING DOWN.

ALL CEILING TILES MUST BE REPLACED AS SOON AS THE WORK ABOVE IS COMPLETE. IF YOU HAVE TO LEAVE THE AREA TO RETURN LATER, RE-INSTALL THE REMOVED TILE(S) BEFORE LEAVING THE AREA.

WHEN RUNNING CABLING, NO MORE THAN (3) TILES SHOULD BE REMOVED AT A TIME TO KEEP OPEN CEILINGS TO A MINIMUM.





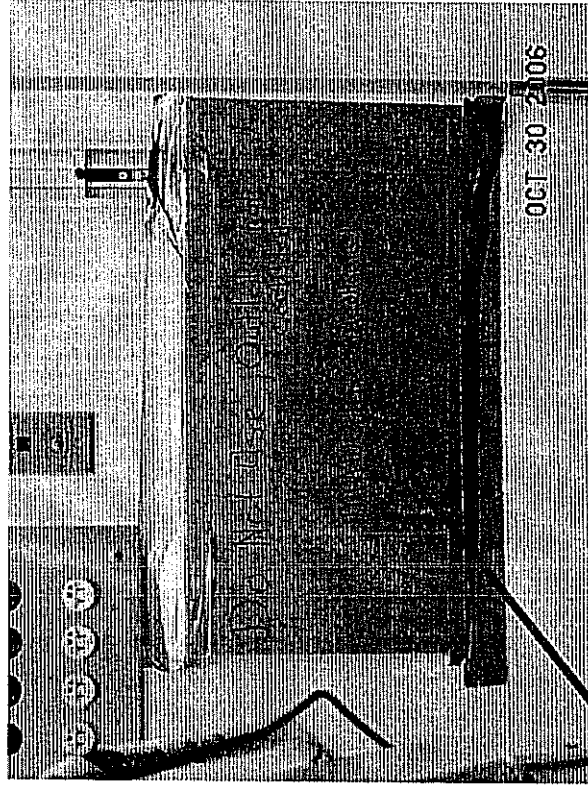
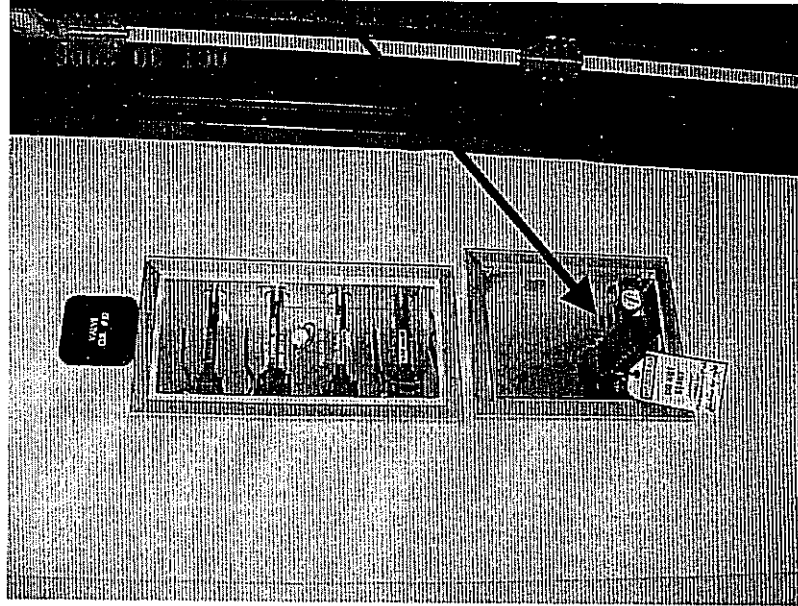
# MEDGAS SHUTOWNS



THE SANFORD CONSTRUCTION MANAGER MUST BE INFORMED PRIOR TO ANY MEDGAS SHUTDOWNS WHICH NEED TO OCCUR.

MEDGAS SYSTEMS MUST BE RE-CERTIFIED ANY TIME MODIFICATIONS ARE MADE; PRIOR TO PATIENT USE.

**ZONE VALVE BOX SHOULD HAVE A LOCKOUT APPLIED TO PREVENT ACTIVATING THE LINES PRIOR TO PURGING / TESTING**



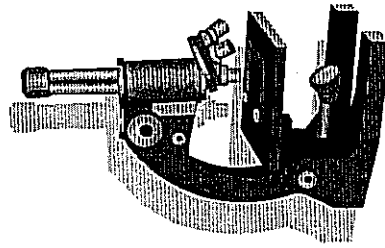
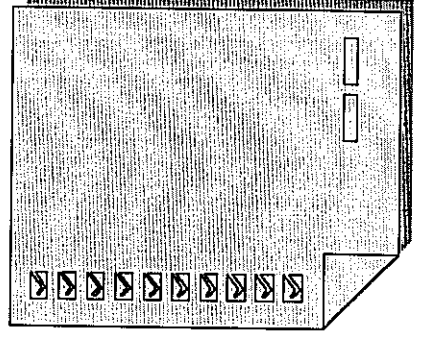
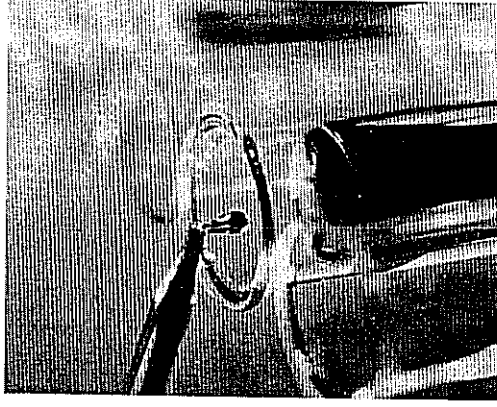
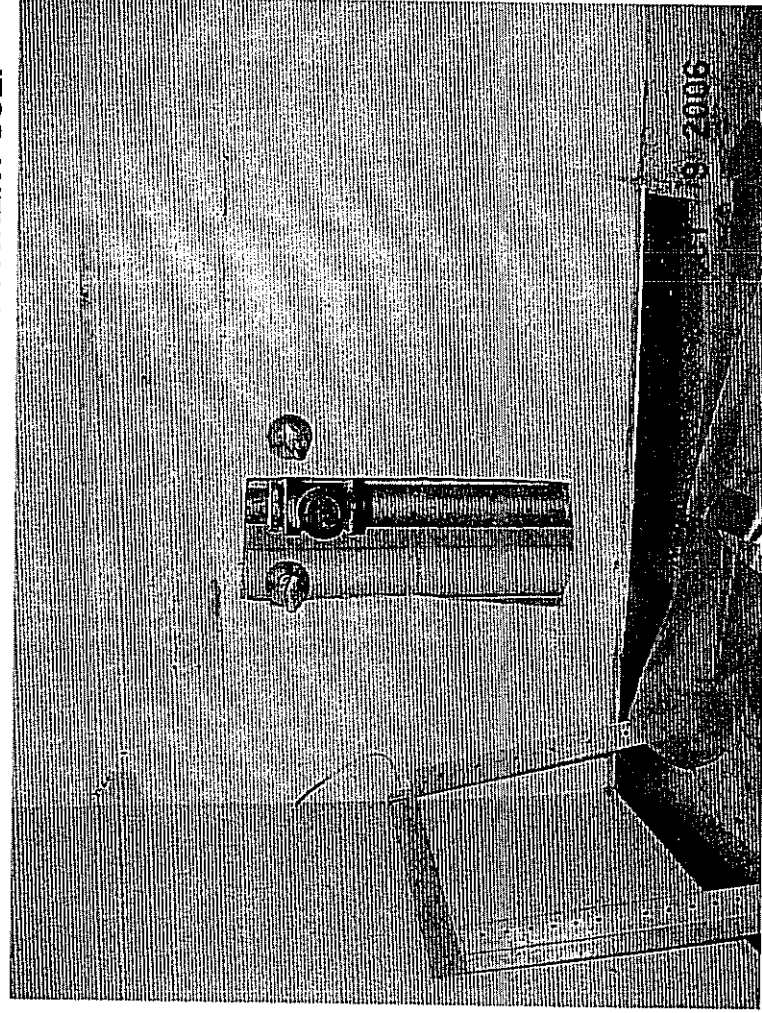
ALL MODIFIED GAS WALL OUTLETS MUST BE TAPED OFF PRIOR TO CERTIFICATION TO ENSURE THAT THEY ARE NOT USED BEFORE THEY ARE CERTIFIED AS SAFE.

# DOMESTIC WATER MODIFICATIONS



THE SANFORD CONSTRUCTION MANAGER MUST BE INFORMED PRIOR TO ANY WATER SHUTDOWNS WHICH NEED TO OCCUR.

DOMESTIC WATER SYSTEMS MUST BE SANITIZED AND TESTED ANYTIME MODIFICATIONS ARE MADE PRIOR TO PATIENT USE.



TESTING RESULTS MUST BE SUBMITTED TO THE SANFORD CONSTRUCTION MANAGER PRIOR TO THE USE OF THE DOMESTIC WATER SYSTEM.



# INTERMISSION



**YOU'RE DOING GREAT!!!**



**CONGRATULATIONS! YOU MADE IT HALFWAY AND DIDN'T FALL ASLEEP!**



**WHAT???!!**

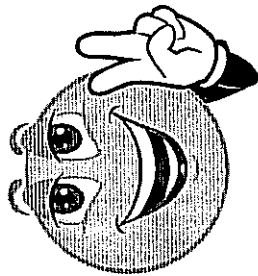
**ONLY HALFWAY???**

**TAKE A BREAK IF YOU NEED TO...**

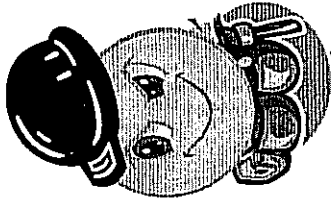
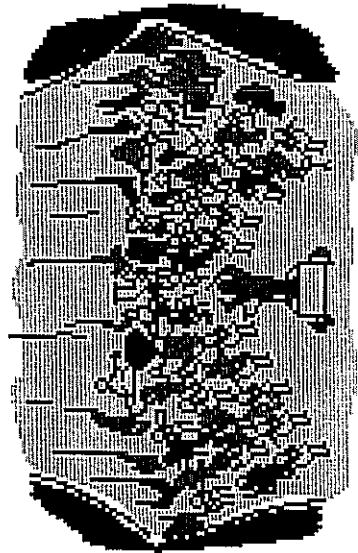


**(YOU BIG WIMP)**

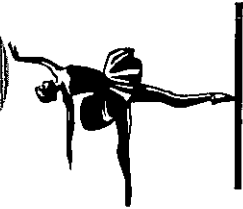
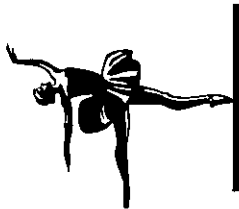
**(THEY USED TO SAY "SMOKE 'EM IF YOU'VE GOT 'EM" BUT TIMES HAVE CHANGED ....)**



**CLICK OR HIT RETURN TWICE WHEN READY TO CONTINUE ON....**



**LET'S  
GO!  
I'M  
READY!!!**





# WATER INCURSION

THE FOLLOWING TEXT IS DIRECTLY TAKEN FROM SOP S-019:

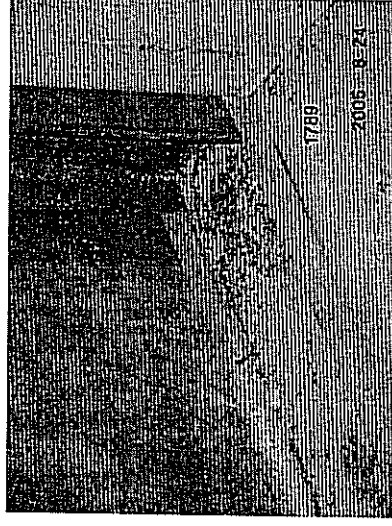
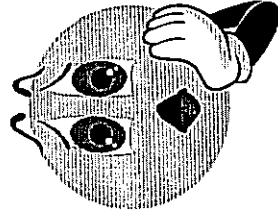
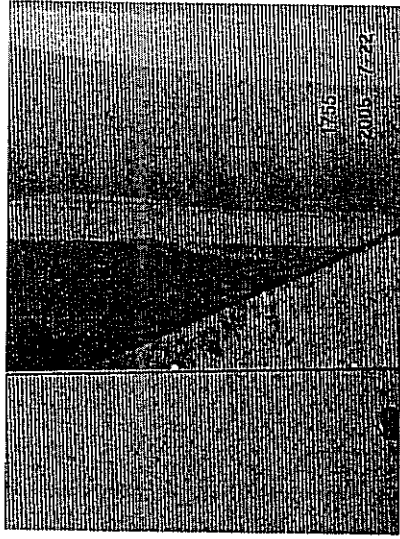
## D. WATER DAMAGE/INCURSION

- Water damaged surfaces and construction materials must be dried promptly to prevent the growth of mold/fungus. If this does not occur, mold/fungus will contaminate the environment when work with the materials begins.
- All water damage must be addressed immediately so that it completely dries within 48 hours. Vinyl wall coverings on wall board must be lifted from the wet areas to allow the wall board beneath to dry. If only plaster is beneath the vinyl, this does not apply.
- Fans and dehumidifiers may be used if approved by Maintenance Supervisor.
- Assure that thorough drying has occurred by use of a water meter.
- If the surfaces are not completely dried within 48-72 hours, the materials will need to be discarded and replaced.

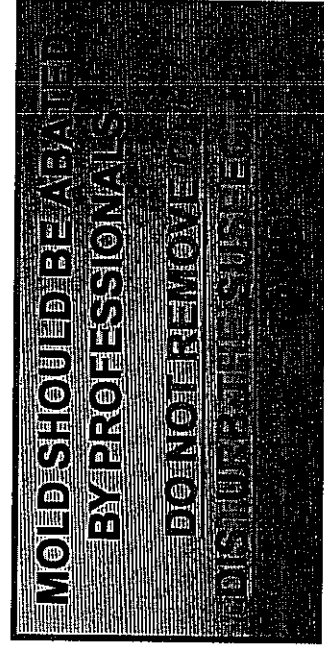


- **WATER INCURSION CAN CAUSE THE RAPID GROWTH OF MOLDS, BACTERIA, AND FUNGI THAT CAN BE DANGEROUS TO PATIENTS, VISITORS AND STAFF.**
- **ABATEMENT OF WATER DAMAGED MATERIALS IS EXPENSIVE.**
- **SEAL ALL PENETRATIONS TO THE BUILDING EXTERIOR TO PREVENT MOISTURE DAMAGE AND PROVIDE SECURITY.**
- **REPORT WET BUILDING MATERIALS OR SUSPECTED MOLD TO THE SANFORD CONSTRUCTION MANAGER IMMEDIATELY.**

# IF MOLD IS SUSPECTED...

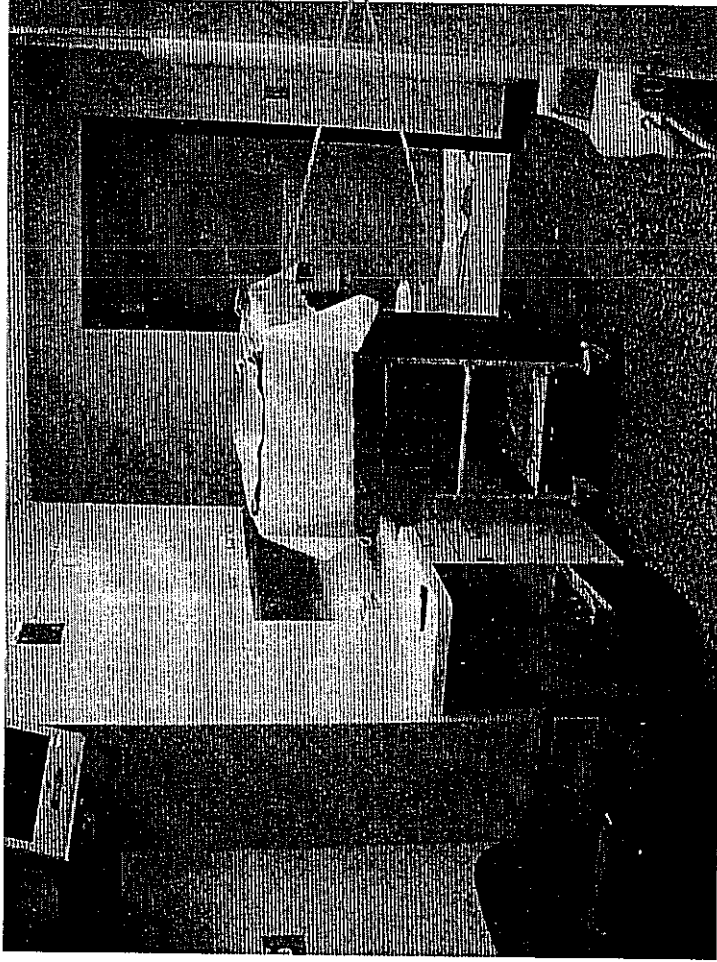


**REPORT SUSPECTED MOLD TO THE SANFORD CONSTRUCTION MANAGER.**  
**IN ORDER TO PREVENT UNDUE ALARM, DO NOT REPORT SUSPECTED MOLD**  
**TO ANY STAFF MEMBERS IN THE UNIT OR IMMEDIATE AREA.**

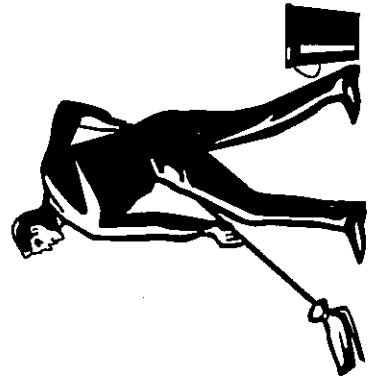


# CLEANING

CLEAN WORK AREAS AT THE END OF THE WORK DAY IF HOSPITAL PERSONNEL ARE TO OCCUPY THE AREA.

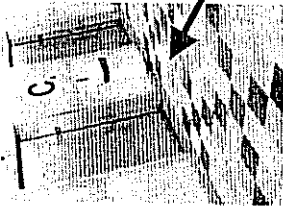


REMOVE CARTS,  
TOOLS, MATERIALS,  
ETC.  
VACUUM AND WIPE  
DOWN THE AREA TO  
REMOVE ANY  
LINGERING DUST.



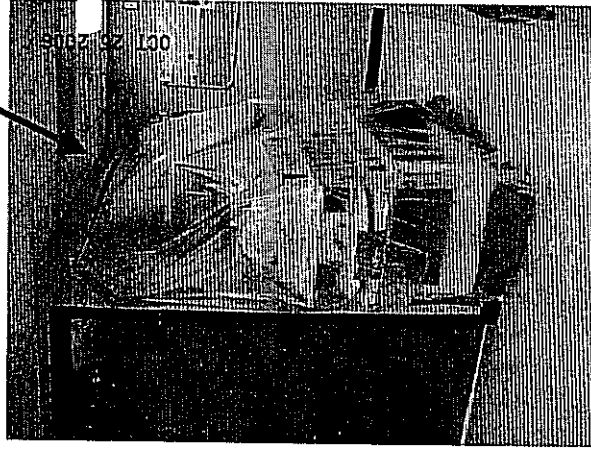
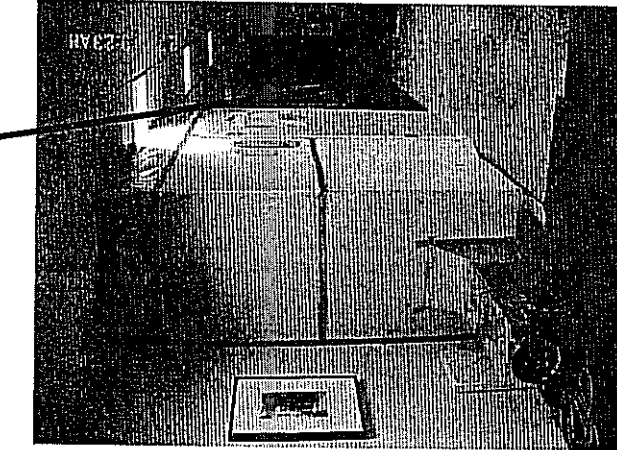


# PROTECTION OF FINISHES / EQUIPMENT

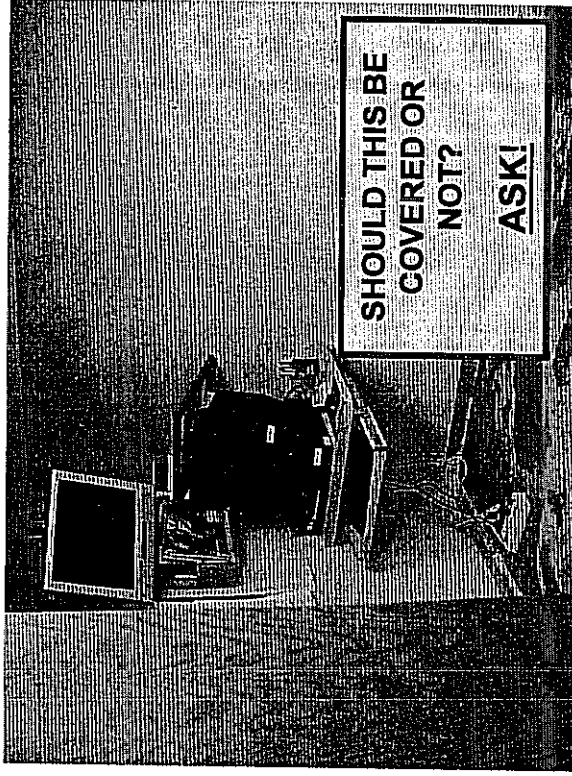


ELEVATORS OR STAIRWELLS UTILIZED FOR DEBRIS REMOVAL OR MATERIALS TRANSPORT SHALL BE LINED WITH PROTECTIVE MATERIALS TO PREVENT DAMAGE.

ALL FLOORING (OLD OR NEW) SHALL BE COVERED AND PROTECTED DURING ALL CONSTRUCTION PHASES.



ALL HOSPITAL EQUIPMENT AND COMPUTERS IN A WORKZONE SHALL BE COVERED AND PROTECTED AT ALL TIMES WHEN DUST WILL OCCUR.



SHOULD THIS BE COVERED OR NOT?  
ASK!

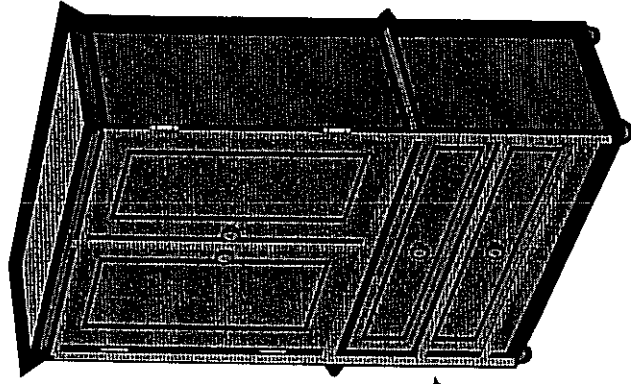
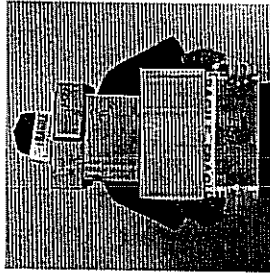
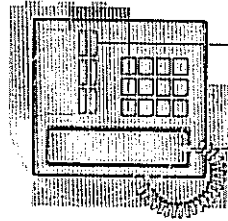
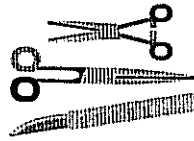
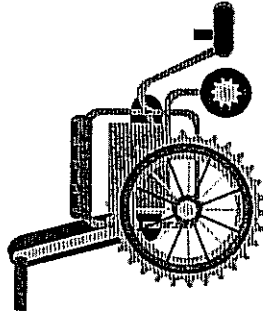
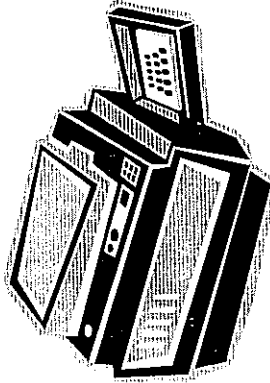
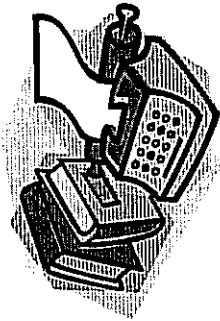
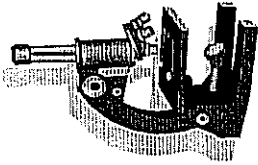
REVIEW THE COVERING OF EQUIPMENT WITH THE STAFF PRIOR TO COVERING. EQUIPMENT IN OPERATION COULD OVERHEAT.

DAMAGE TO EXISTING HOSPITAL FINISHES OR EQUIPMENT WILL BE REPAIRED OR REPLACED AT THE EXPENSE OF THE CONTRACTOR(S) RESPONSIBLE.

# OTHER PROTECTIONS

ANY MOVABLE OBJECTS WITHIN A WORK AREA SHOULD BE REMOVED PRIOR TO BEGINNING ANY WORK. COORDINATE WITH AREA STAFF TO REMOVE SUPPLIES AND ANY MOVABLE EQUIPMENT.

DO NOT BEGIN DEMOLITION UNTIL ALL SUPPLIES AND EQUIPMENT HAVE BEEN REMOVED OR PROTECTED.

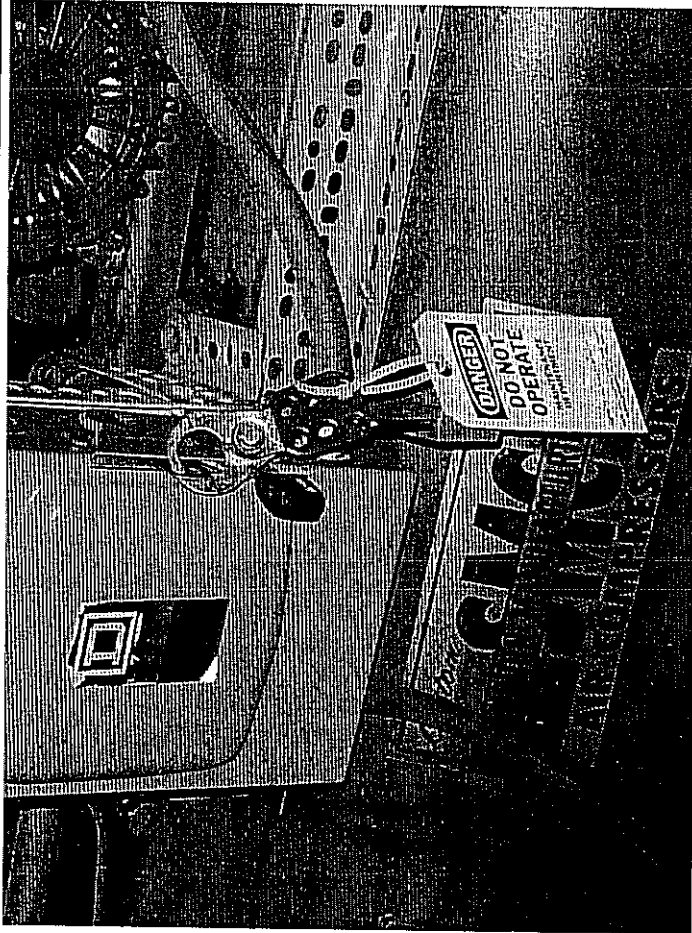
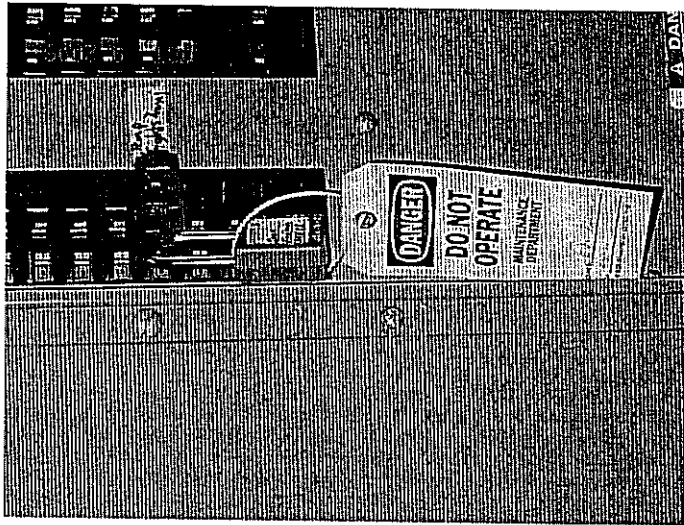
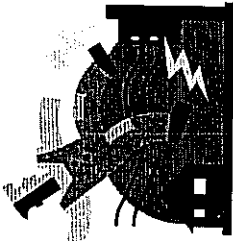


ANY CABINETS TO REMAIN IN A WORK AREA SHOULD HAVE ALL DOOR AND DRAWER EDGES TAPED TO PREVENT DUST INFILTRATION  
USE A TAPE WHICH WILL NOT DAMAGE FINISHES OR LEAVE ADHESIVE RESIDUE

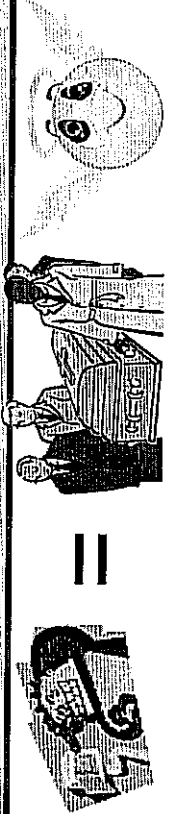
# SHUTDOWNS / LOCKOUT TAGGING

THE SANFORD CONSTRUCTION MANAGER MUST BE INFORMED PRIOR TO ANY UTILITY OR EQUIPMENT SHUTDOWNS WHICH NEED TO OCCUR.

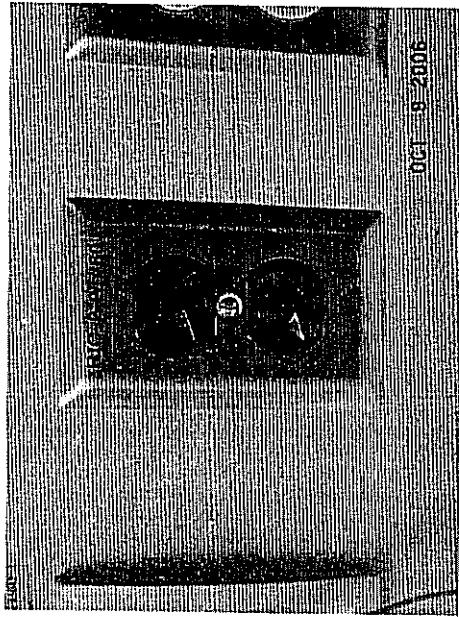
ANY TIME EQUIPMENT OR CIRCUITRY IS BEING WORKED ON, LOCKOUT TAGS MUST BE USED TO ELIMINATE THE POSSIBILITY OF THE EQUIPMENT OR CIRCUITRY BEING RE-ENERGIZED.



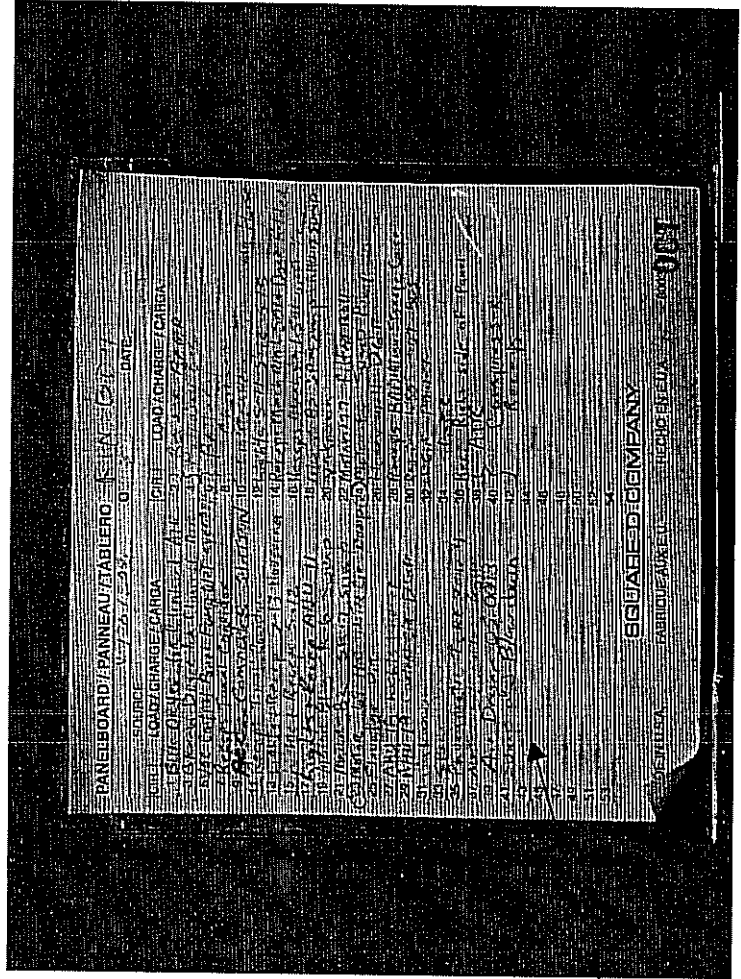
THIS SIMPLE TAG COULD SAVE YOUR LIFE OR SOMEONE ELSE'S.



# CIRCUIT IDENTIFICATION



**ELECTRICIANS WILL PERMANENTLY AFFIX A CIRCUIT DESIGNATION LABEL ON ALL EMERGENCY OUTLET COVERS**



**ALL CIRCUITS MUST BE CLEARLY IDENTIFIED ON THE PANELBOARD**

# OSHA REGULATIONS

AS YOU ARE AWARE, OSHA HAS MANY SAFETY REQUIREMENTS THAT YOU MUST FOLLOW. WE WILL NOT GO INTO ALL OF THEM, BUT THERE IS ONE PARTICULAR ITEM WHICH GETS OVERLOOKED QUITE OFTEN.

IT IS ALLOWABLE TO PLUG A TOOL OR DEVICE DIRECTLY INTO A NON-GFI OUTLET.

HOWEVER;

WHEN USING AN EXTENSION CORD TO POWER ANY TOOL OR DEVICE ON THE JOBSITE, YOU MUST EITHER: PLUG IT INTO A GFI PROTECTED OUTLET

OR

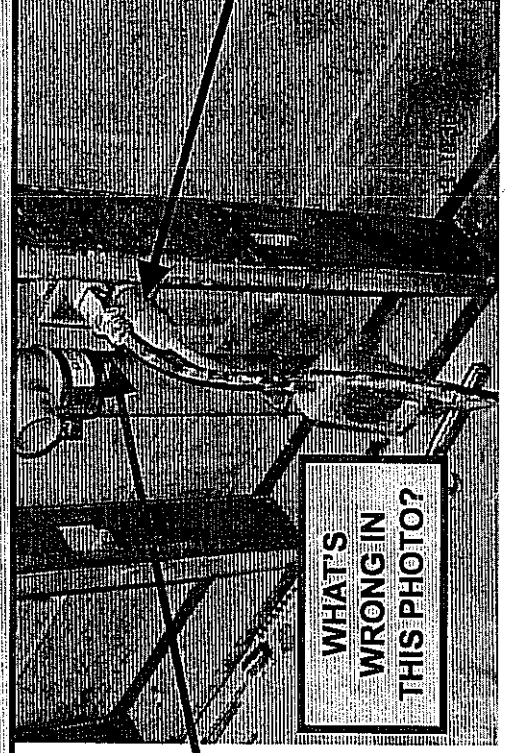
USE A GFI ADAPTER BETWEEN THE NON-PROTECTED OUTLET AND THE EXTENSION CORD.

**ALWAYS UTILIZE GFI PROTECTION WHEN USING EXTENSION CORDS!**

THIS EXTENSION CORD IS NOT GFI PROTECTED!

THIS IS NOT ACCEPTABLE!!!

EVEN IF YOU HAVE A GFI ADAPTER ON THE OTHER END OF THE EXTENSION CORD.



THIS CONNECTION IS GFI PROTECTED.

THE GFI ADAPTER GOES IN THE OUTLET...

THE EXTENSION CORD PLUGS INTO ADAPTER.

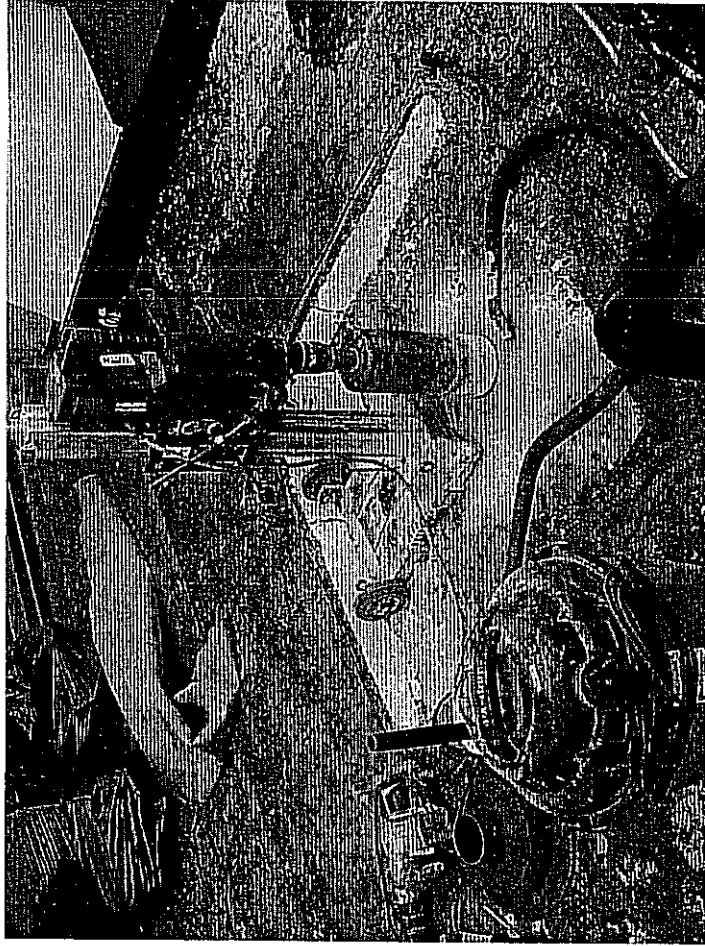
THIS IS THE REQUIREMENT SET DOWN BY OSHA!

WHAT'S WRONG IN THIS PHOTO?

# CORE DRILLING

IN MANY AREAS, CONDUIT HAS BEEN IMBEDDED INTO FLOOR AND ROOF SLABS.

WHEN DRILLING INTO ANY FLOOR OR ROOF SLAB FOR PLUMBING, CONDUIT OR ANCHORS, MAKE SURE YOU ARE AWARE OF WHO TO CONTACT IN THE EVENT THAT AN EMBEDDED CIRCUIT WERE TO BE ACCIDENTALLY CUT DURING THE DRILLING.

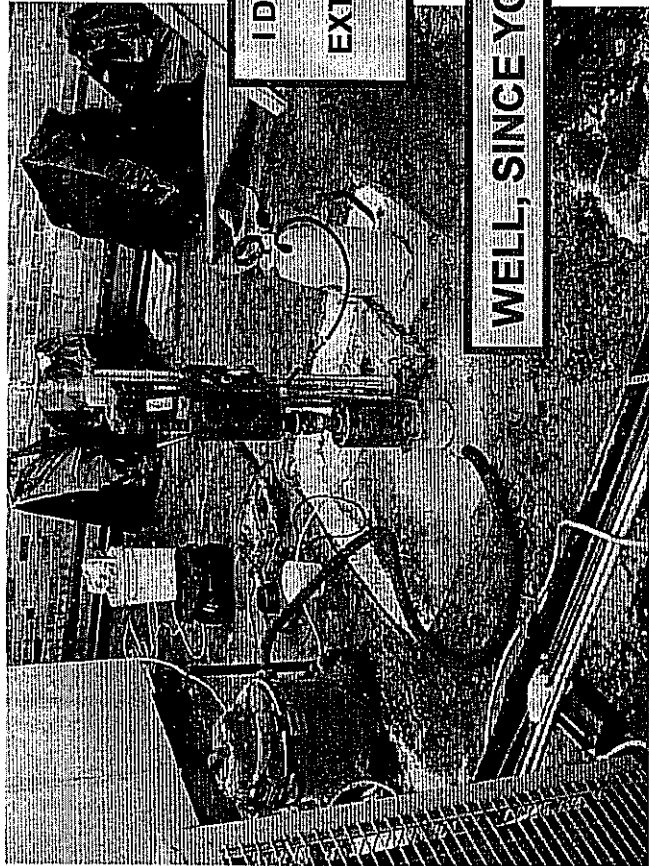


IT CAN BE LIFE-THREATENING IF A CIRCUIT IS CUT AND NOT IDENTIFIED IMMEDIATELY.



# CORE DRILLING PROCEDURES

WHEN CORE DRILLING, SPECIAL PRECAUTIONS MUST BE TAKEN TO PREVENT THE CORE FROM FALLING ONTO THE FLOOR BELOW AND TO ENSURE THAT NO DRILLING COOLANT WATER ESCAPES TO THE AREA BELOW.

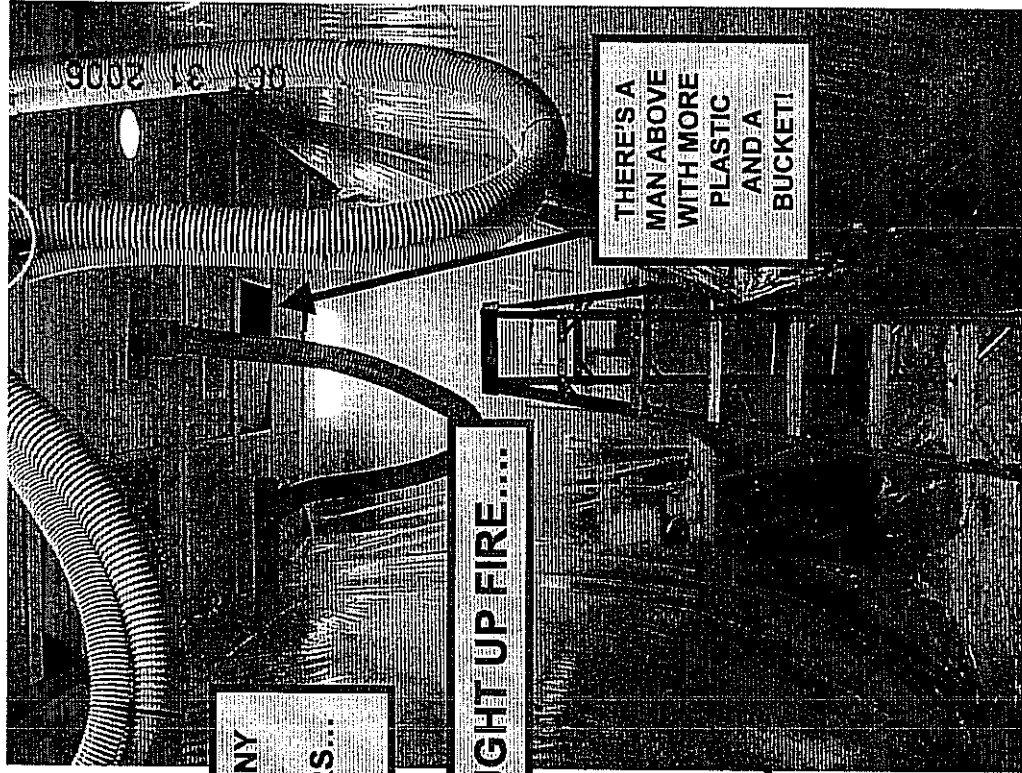


I DON'T SEE ANY  
FIRE  
EXTINGUISHERS...  
DO YOU?

WELL, SINCE YOU BROUGHT UP FIRE....

AS CORE DRILLING IS DONE, WATER IS  
SUCTIONED AWAY TO MINIMIZE LEAKAGE TO THE  
LEVEL BELOW.

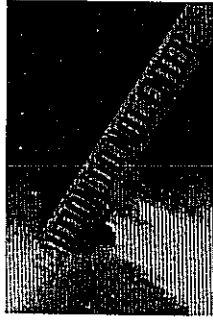
PROTECTION TO THE INTERIOR IS IN PLACE. A MAN IS  
STATIONED ABOVE THE CEILING TO CATCH THE CORE AND  
ANY WATER WHICH MAY COME THROUGH.



THERE'S A  
MAN ABOVE  
WITH MORE  
PLASTIC  
AND A  
BUCKET!



# FIRE PROTECTION

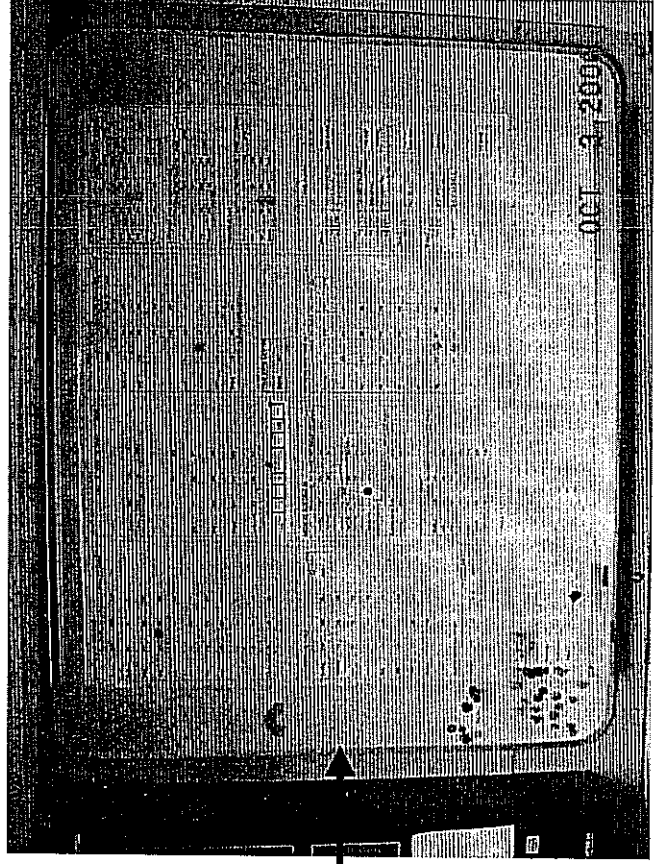


FIRE IS A CONCERN IN ANY STRUCTURE, BUT IN A HOSPITAL SETTING, FIRE POSES AN INCREASED LIFE SAFETY THREAT. PATIENTS CANNOT EASILY BE MOVED TO SAFETY, AND SOMETIMES IT CAN BE LIFE THREATENING TO MOVE THEM TO A SAFE LOCATION AT ALL.

**\*\*\* ALSO, JUST AS IMPORTANT IS THE REDUCTION OF FALSE ALARMS DUE TO THE ACCIDENTAL ACTIVATION OF FIRE DETECTION DEVICES.**

THERE ARE SPECIFIC PROCEDURES FOR DISABLING AND REACTIVATING THE DEVICES IN HOSPITAL CONSTRUCTION AREAS. THESE PROCEDURES MUST BE FOLLOWED EXACTLY. THERE ARE DIFFERENT PROCEDURES FOR NIGHT AND WEEKEND DISABLING. KNOW AND FOLLOW THESE PROCEDURES.

**FIRE ZONE DISABLING TRACKING BOARD**



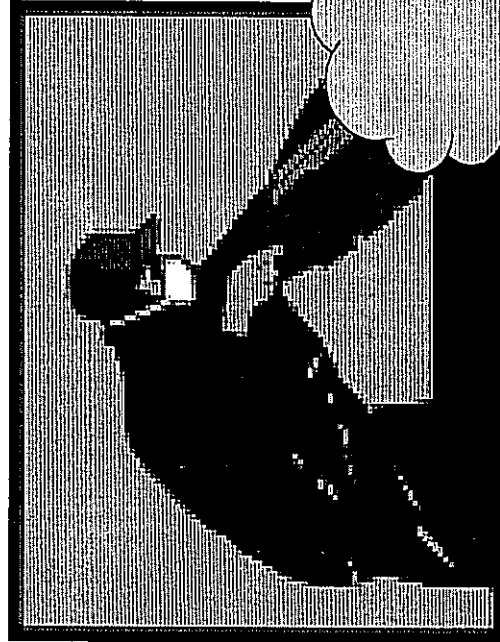
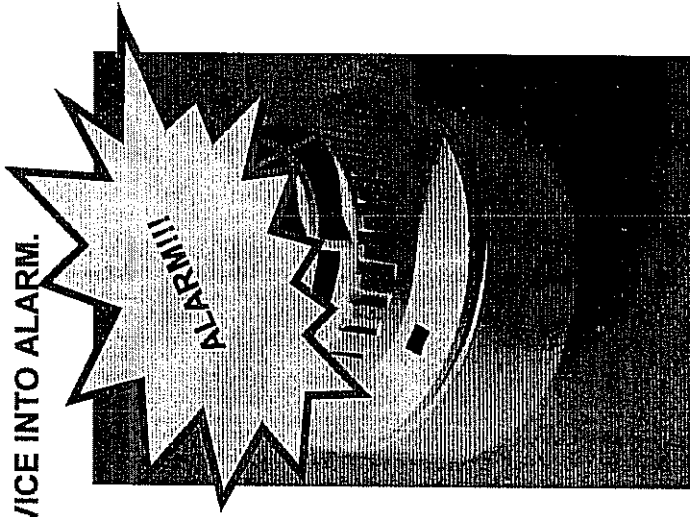
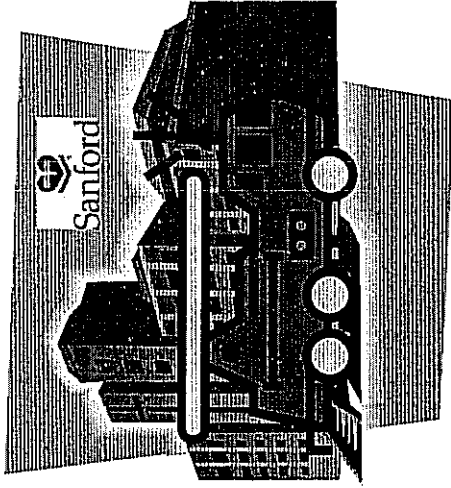
**THIS BOARD IS USED TO TRACK BUILDINGS AND ZONES WHICH ARE ACTIVE OR INACTIVE IN THE SYSTEM.**

**FALSE ALARMS ARE EXPENSIVE & DISRUPTIVE TO HOSPITAL FUNCTIONS!**

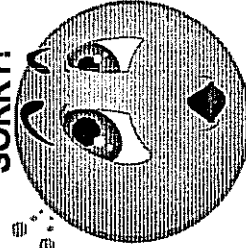
FIRE ALARM DEVICE ZONES MUST BE DISABLED ANY TIME DUST OR SMOKE WILL BE CREATED IN THE AREA AROUND THE DEVICES.

MANY TYPES OF ACTIVITIES CAN PRODUCE DUST AND SMOKE, INCLUDING DEMOLITION, WELDING, SOLDERING, CUTTING SHEETROCK, AND OTHER MATERIALS, OR SEAM WELDING FLOORING.

EVEN IN SMALL QUANTITIES, DUST OR SMOKE CAN TRIGGER A DEVICE INTO ALARM.



I'M SO SORRY!



IF YOU DO THIS WITHOUT DISABLING THE ALARMS...

CONTRACTORS WILL BE HELD RESPONSIBLE FOR FALSE ALARMS!



REMEMBER, THESE GUYS HAVE MORE IMPORTANT THINGS TO DO...  
(YOUR HOUSE MIGHT BE ON FIRE RIGHT NOW...)





# SPRINKLER DEACTIVATIONS

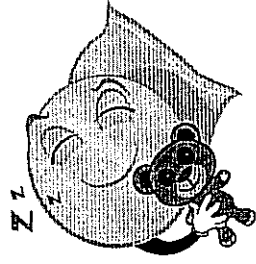
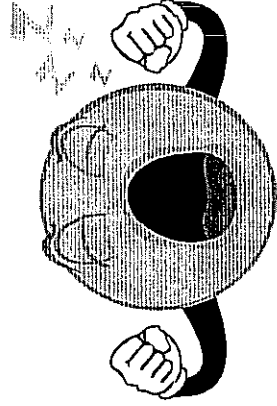
WHEN IT BECOMES NECESSARY TO DEACTIVATE ANY PORTION OF FIRE SPRINKLER SYSTEMS OVERNIGHT:

**CONTACT THE SANFORD CONSTRUCTION MANAGER WELL IN ADVANCE OF THE DEACTIVATION.**

**OTHER HOSPITAL DEPARTMENTS MUST BE NOTIFIED ANYTIME A SPRINKLER SYSTEM WILL BE OUT OF SERVICE OVERNIGHT.**

\*\*\*FIRE WATCH PERSONNEL MUST BE STATIONED APPROPRIATELY DURING THE OVERNIGHT HOURS\*\*\*

FIRE WATCH PERSONNEL MUST REMAIN IN THE AREA UNTIL WORKMEN RETURN TO THE AREA THE NEXT DAY

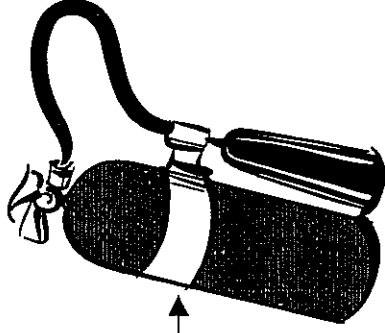
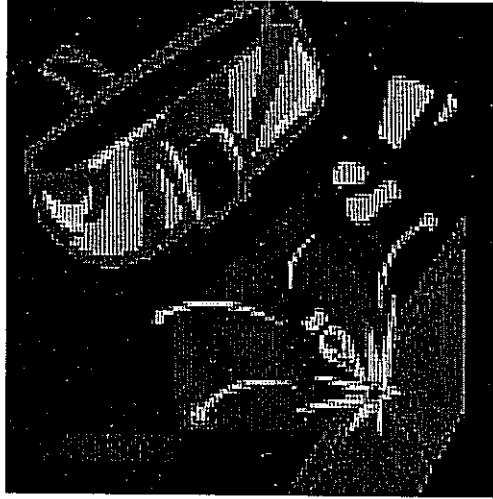


**STAY AWAKE... STAY ALERT!**



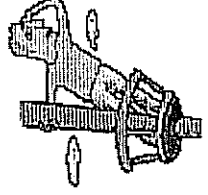
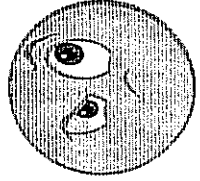
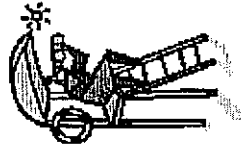
# FIRE PREVENTION

ALWAYS KEEP A FIRE EXTINGUISHER CLOSE BY.  
WHEN GRINDING, ARC WELDING, TORCH CUTTING, OR TORCH WELDING, A FIRE EXTINGUISHER SHOULD BE WITHIN FIVE FEET OF THE HOTWORK AREA.



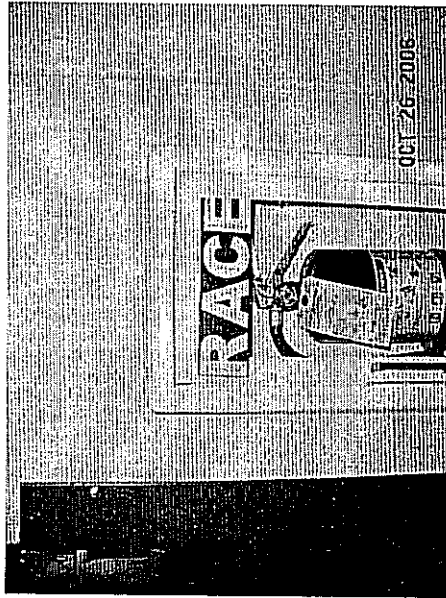
5 FEET (MAXIMUM)

**\*\*\*FIRE WATCH PERSONNEL MUST BE STATIONED APPROPRIATELY ANYTIME WELDING, CUTTING OR GRINDING IS BEING DONE TO MAKE SURE SPARKS OR SLAG DROPS DO NOT IGNITE COMBUSTIBLE MATERIALS. ADJACENT ROOFS AND LOWER LEVELS ARE ESPECIALLY VULNERABLE AND FIREWATCH PERSONNEL ARE MANDATORY FOR A MINIMUM OF ONE HOUR AFTER HOTWORK IS COMPLETED.**



# R.A.C.E.

SANFORD HEALTH USES THE "R.A.C.E." ACRONYM FOR THE PROCEDURES TO BE FOLLOWED IN THE EVENT OF A FIRE. YOU WILL SEE THIS ACRONYM ON EVERY FIRE EXTINGUISHER LOCATION IN THE FACILITY.



WHAT DOES IT STAND FOR ?

"RUN AROUND CARRYING EXPLOSIVES"

(I DON'T THINK SO...)

HOW ABOUT:

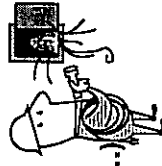
"RUN AMOK CRYING EXPLETIVES"

(PROBABLY SHOULDN'T DO THAT EITHER...)

OR:

"RELAX AND CALL ELECTRICIANS"

(NOT A GOOD IDEA, THEY START MORE FIRES THAN THEY PUT OUT...)



## NO... ACTUALLY IT STANDS FOR:

RESCUE... REMOVE PEOPLE FROM IMMEDIATE FIRE DANGER

ACTIVATE... ACTIVATE THE FIRE PULL STATION

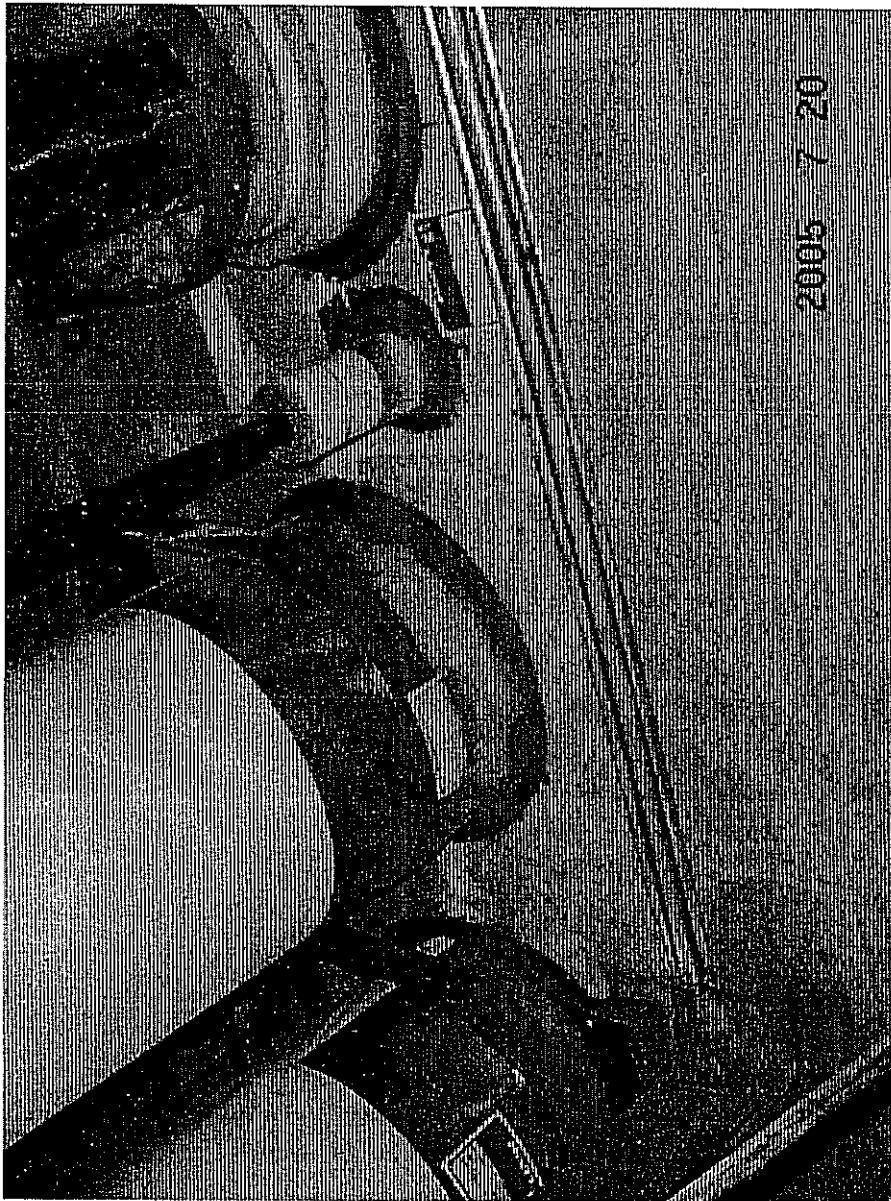
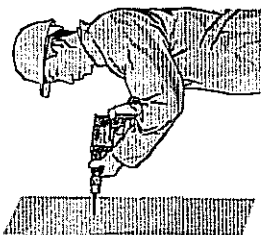
CONTAIN... CLOSE DOORS, WINDOWS, ETC. (CONTAIN THE SMOKE & FIRE)

EXTINGUISH / EVACUATE... PUT OUT THE FIRE IF YOU CAN, OR GET EVERYONE TO SAFETY

REMEMBER THIS "R.A.C.E." ACRONYM. IT WILL HELP YOU TO MOVE FAST IN A FIRE EMERGENCY

# WALL / FLOOR PENETRATIONS

ALL PENETRATIONS IN RATED WALLS, FLOORS, AND ROOFS SHALL BE SEALED AND LABELED ACCORDING TO CURRENT CODES AND REQUIRED RATED ASSEMBLIES.



2005 7 20

YOUR BOSS  
WILL NOT BE  
HAPPY!



IF SUBSEQUENT INSPECTIONS OF CEILING CAVITIES FIND UNSEALED PENETRATIONS, THE CONTRACTOR(S) WILL BE RESPONSIBLE FOR THE COST OF SEALING THESE PENETRATIONS.

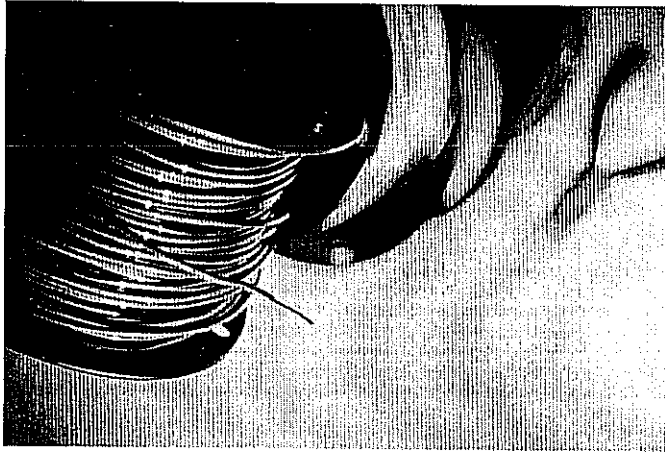
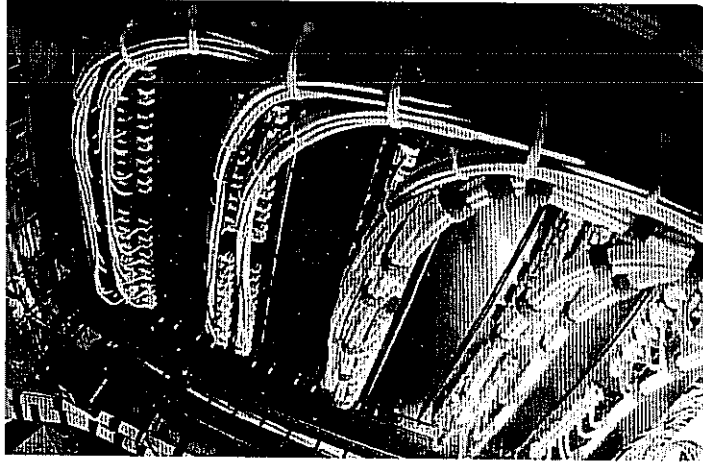
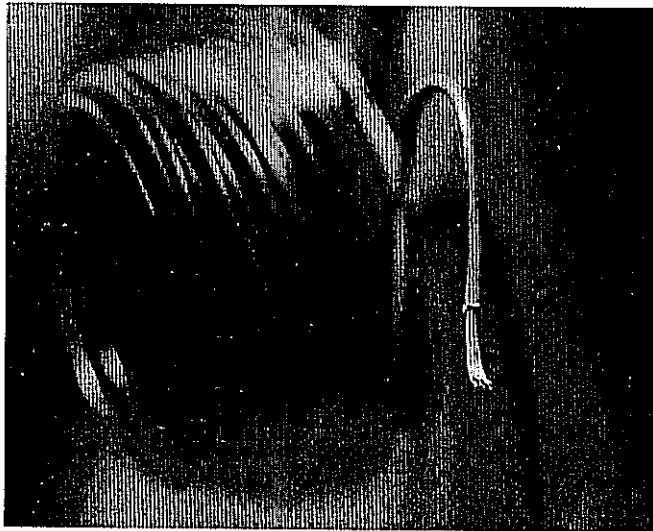
# ABOVE-CEILING CABLING

ANY PROJECT INVOLVING ABOVE-CEILING CABLING REQUIRES VERIFICATION OF HVAC RETURN AIR SYSTEMS TO DETERMINE IF THEY ARE FULLY DUCTED OR NON-DUCTED PLENUM RETURN CONDITIONS.

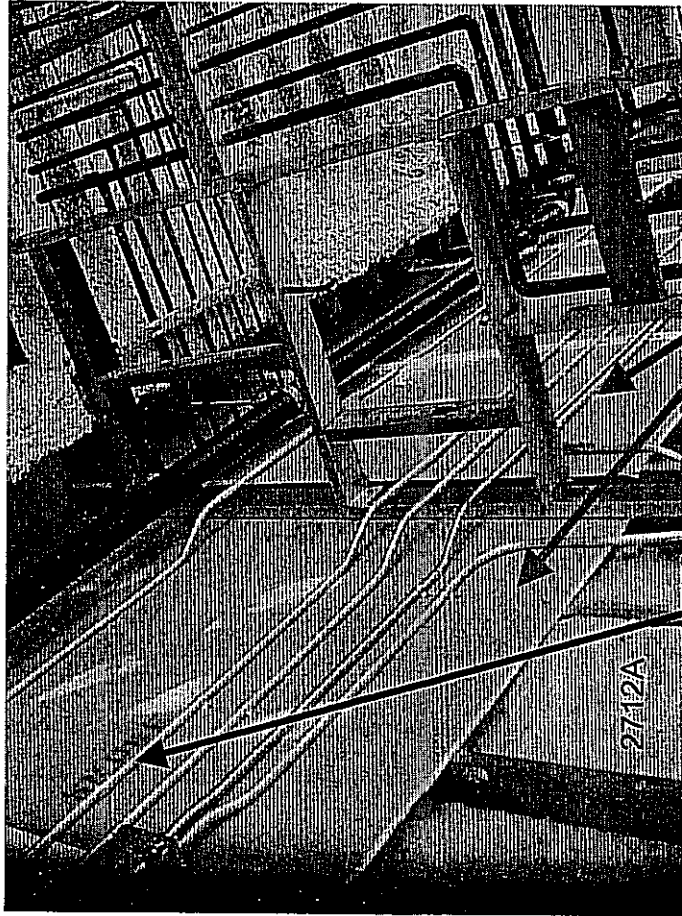
ONLY FULLY DUCTED BUILDINGS CAN UTILIZE NON-PLENUM RATED CABLING.

CURRENTLY, THE CANCER CENTER, SURGICAL TOWER AND SANFORD CHILDREN'S HOSPITAL ARE THE ONLY FULLY DUCTED BUILDINGS ON CAMPUS. NO AIR PLENUMS ALLOWED IN THESE BUILDINGS.

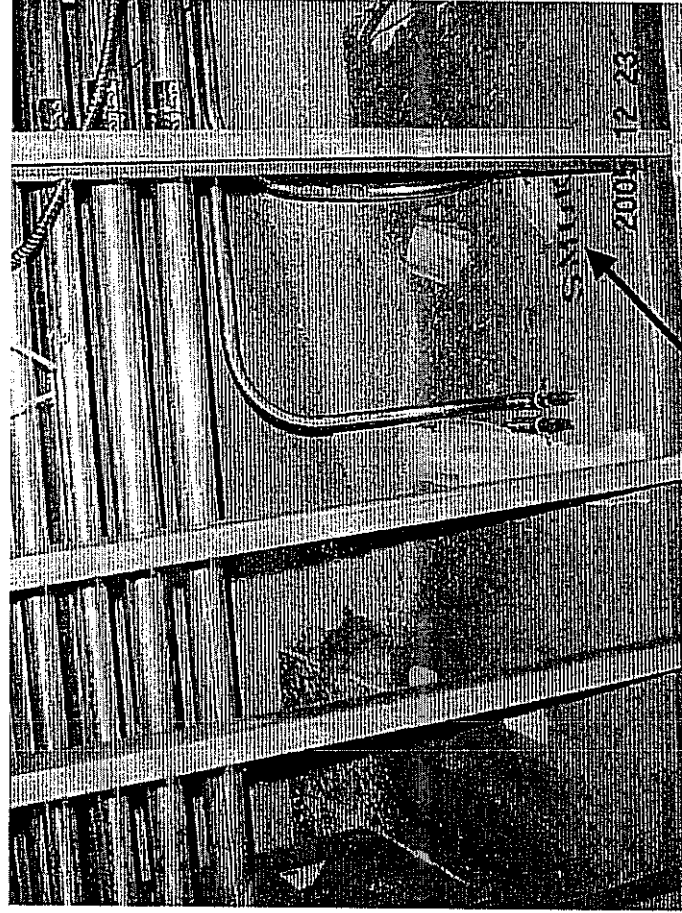
ALL FUTURE NEW BUILDINGS WILL BE FULLY DUCTED.



# WALL LABELING



WHERE DEMISING WALLS OCCUR, STENCIL THE RATING IN EACH PARTITIONED AREA (EACH ROOM)



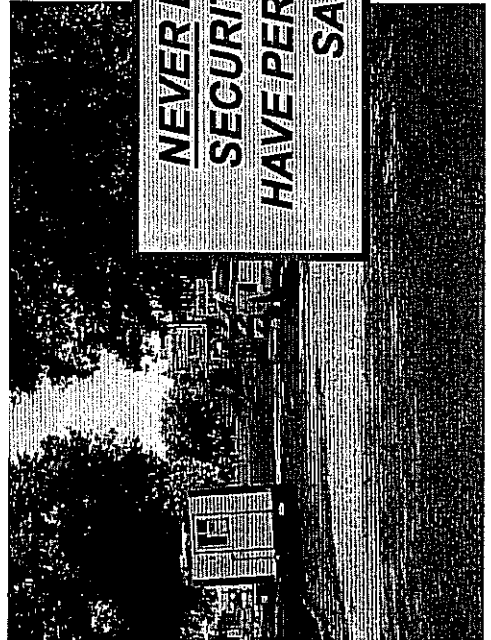
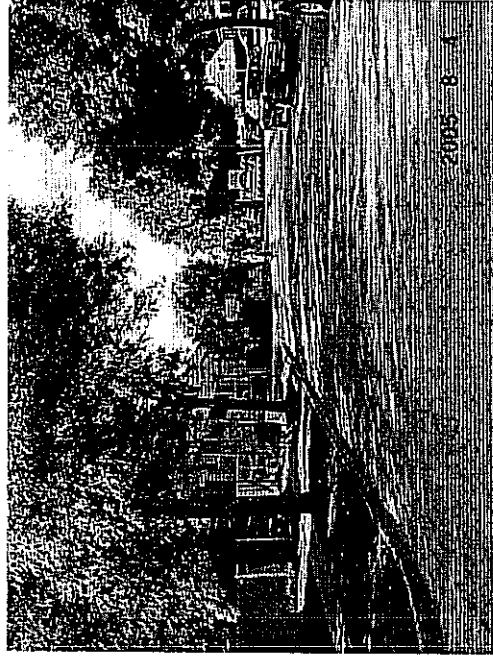
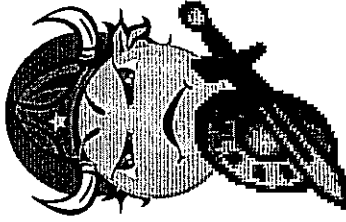
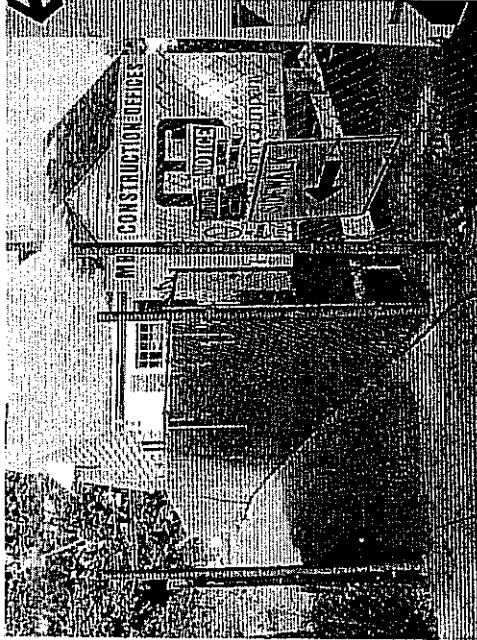
WALL RATING

ALL RATED WALLS SHALL BE STENCILED ABOVE CEILING WITH THE PROPER SEPARATION RATING NOMENCLATURE IN REGULARLY SPACED INTERVALS ALONG THE WALLS.

# SECURITY

HOSPITAL AND CONSTRUCTION AREA SECURITY IS A PRIMARY CONCERN, NOT ONLY FOR THE SECURITY OF YOUR TOOLS AND EQUIPMENT, BUT ALSO FOR THE SAFETY OF THE PUBLIC AND OUR PATIENTS.

SIGNAGE AND BARRIERS SHOULD BE UTILIZED WHENEVER CONSTRUCTION AREA SECURITY IS REQUIRED.



**NEVER BLOCK OPEN HOSPITAL  
SECURITY DOORS UNLESS YOU  
HAVE PERMISSION TO DO SO FROM  
SANFORD SECURITY!**

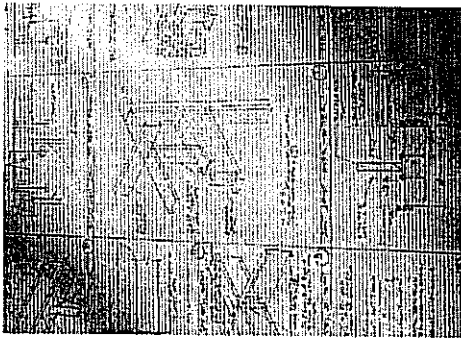
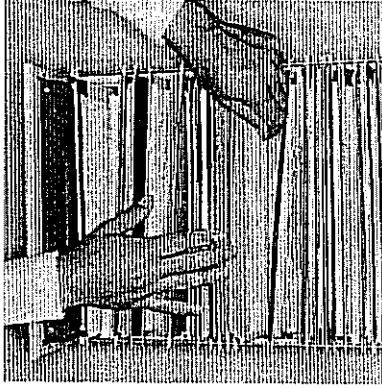


# REGULATIONS AND DOCUMENTATION

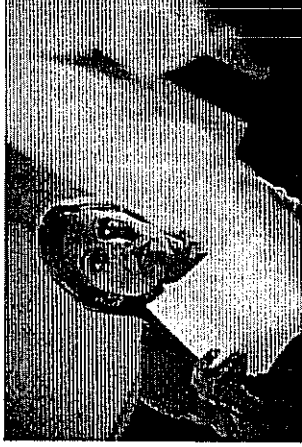
THIS FACILITY AND THE CONSTRUCTION PROJECTS WHICH ARE UNDERTAKEN HERE ARE OVERSEEN BY MANY OUTSIDE ENTITIES AND INTERNAL DEPARTMENTS. THERE ARE ALSO GOVERNMENT REGULATIONS WHICH MUST BE ADHERED TO AT ALL TIMES. SOME OF THESE REQUIRE FULL DOCUMENTATION RECORDS TO BE KEPT.

## ENTITIES AND REGULATIONS SUCH AS (BUT NOT LIMITED TO):

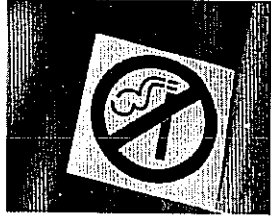
- SOUTH DAKOTA DEPARTMENT OF HEALTH
- TJC (THE JOINT COMMISSION FOR ACCREDITATION)
- OSHA
- THE CITY OF SIOUX FALLS
- ADA (AMERICANS WITH DISABILITIES ACT)
- HIPAA (PATIENT PRIVACY ACT)
- RISK ASSESSMENT DOCUMENTATION
- DAILY WORKSITE INSPECTION DOCUMENTATION



KNOW YOUR DOCUMENTATION REQUIREMENTS AND KEEP PROPER RECORDS AS DIRECTED BY YOUR COMPANY SUPERVISOR AND SOP S-019.



# STANDARDS OF BEHAVIOR



THE FOLLOWING TEXT IS DIRECTLY TAKEN FROM SOP S-019:

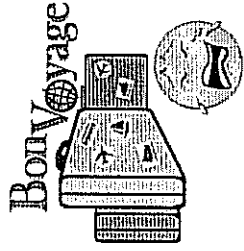
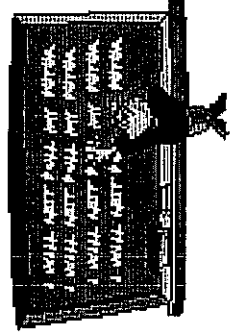
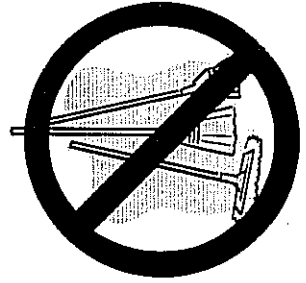
## H. PERSONNEL/BEHAVIOR

- All overtime will be cleared through the Sanford Construction Manager.
- There is to be no smoking or foul language used in the hospital. (SANFORD IS A SMOKE FREE / TOBACCO FREE CAMPUS)
- Contractors will not use hospital lounges for breaks or take coffee from various patient or employee lounges.
- All dishes and utensils removed from the cafeteria will be returned on a daily basis unless you brought your mother along to clean up after you.
- Do not use Sanford Health janitorial supplies or equipment without specific permission from Environmental Services personnel.
- Federal HIPAA regulations provide for the confidentiality of patients by allowing access to their medical information to only those persons who have a "need to know" to provide for the care of the patient. The regulation specifies that any patient information you acquire by being contracted to work at the hospital is privileged and you must keep it in confidential – including that an individual is a patient of Sanford at all. Confidential means that you are expected to not refer to or share such information with colleagues, friends or family.

**YOU WILL BE EXPECTED TO ALWAYS FOLLOW THESE STANDARDS OF BEHAVIOR.**

**YOUR COMPANY AND SANFORD WILL MONITOR YOUR BEHAVIOR WHILE WORKING IN OUR FACILITY.**

**INFRACTIONS WILL BE REPORTED, AND DISCIPLINARY ACTIONS WILL BE TAKEN.**



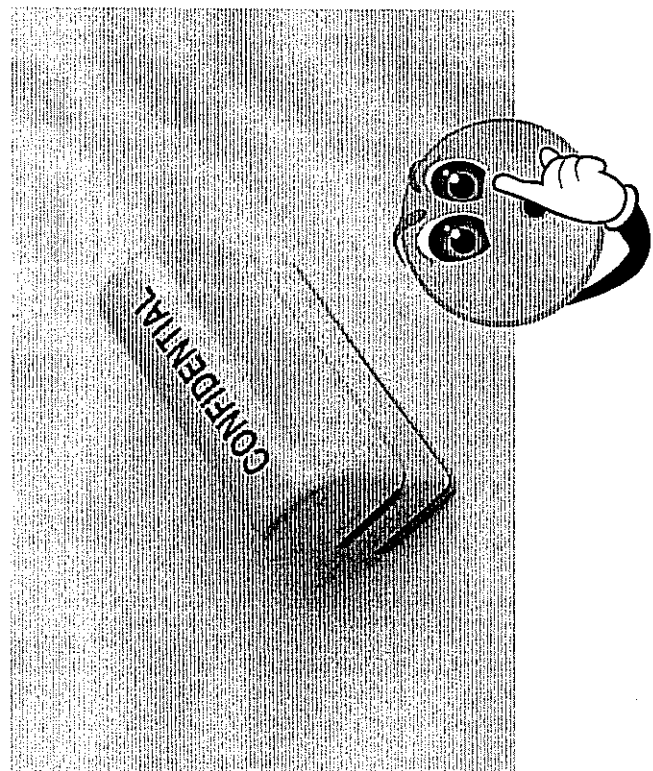
# PATIENT CONFIDENTIALITY



THE FEDERAL HIPAA REGULATIONS MENTIONED IN THE PREVIOUS SLIDE MAKE IT ILLEGAL TO DISCLOSE ANY PATIENT INFORMATION TO ANOTHER PARTY.

EVEN TELLING SOMEONE THAT "I SAW THAT (MR. SMITH) IS IN THE HOSPITAL" IS AGAINST THE LAW, AND YOU CAN BE PROSECUTED FOR IT.

IF YOU ARE WORKING IN AN AREA AND OVERHEAR OR SEE ANY INFORMATION REGARDING A PATIENT IN THIS FACILITY, KEEP IT TO YOURSELF.



**KEEP QUIET!**

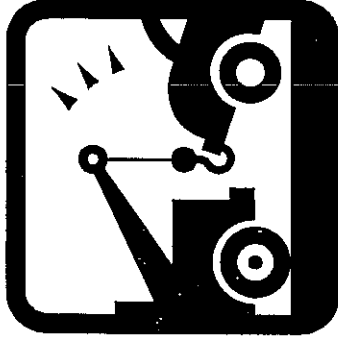
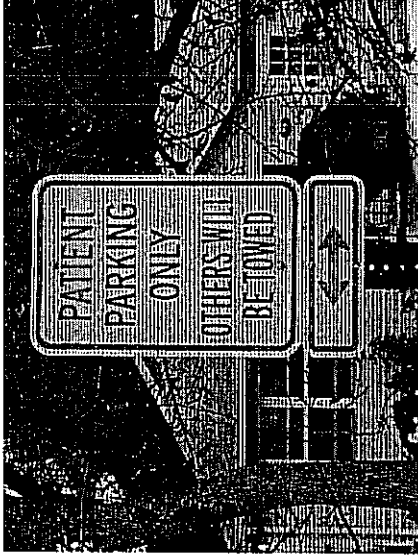
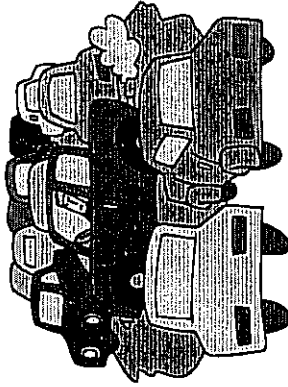


# PARKING

THE FOLLOWING TEXT IS DIRECTLY TAKEN FROM SOP S-019:

## **PARKING**

There is no parking allowed in Out Patient, Dialysis, or other designated parking locations. Parking by the ambulance garage is for service vehicles only. Contractors may park in designated contractor parking only, or adjacent streets if permitted.



**IN SPECIAL CONSTRUCTION CIRCUMSTANCES, YOU WILL BE INSTRUCTED BY YOUR SUPERVISOR WHERE PARKING OF YOUR VEHICLE(S) IS PERMITTED.**

**CONTRACTOR SERVICE VEHICLE PARKING AREA(S) ARE DESIGNATED FOR COMPANY VEHICLES ONLY. THESE PARKING SPACES ARE NOT FOR PERSONAL VEHICLES.**

# MISC. OTHER REQUIREMENTS

ALL DOORS REMOVED FROM SERVICE IN A PROJECT SHOULD HAVE THE KEYS REMOVED FROM THE KEY CADDY. CONTACT THE CONSTRUCTION SERVICES DEPARTMENT FOR THE KEYS. THE KEYS SHOULD BE KEPT WITH THE SALVAGE LOCK AND TAGGED. IF THE LOCK IS TO BE RELOCATED TO ANOTHER DOOR LOCATION WITHIN THE PROJECT, COORDINATE WITH CONSTRUCTION SERVICES AS TO THE PROCEDURE.

ALL PLUMBING LINES BEING CAPPED SHOULD BE REMOVED BACK TO THE LINE'S ORIGIN.

ALL ELECTRICAL CONDUITS VACATED SHOULD BE REMOVED OR IDENTIFIED FOR FUTURE USE.

AT NO TIME SHOULD A CHARGED WATER HOSE BE LEFT UNATTENDED.

DO NOT TAKE A PATIENT ROOM OUT OF SERVICE WITHOUT LETTING THE SANFORD CONSTRUCTION MANAGER KNOW WELL IN ADVANCE.

CONTRACTORS ARE NOT TO USE STAFF OR PATIENT TOILETS. USE ONLY PUBLIC TOILETS.

OUTSIDE CONSTRUCTION PERSONNEL SHOULD NOT USE INSIDE TOILET FACILITIES AT ANY TIME.

NAME TAGS FOR ALL CONTRACTORS IDENTIFYING THE COMPANY THEY WORK FOR WILL BE REQUIRED TO BE WORN AT ALL TIMES AND VISIBLE ABOVE THE WAIST.

ENSURE THAT NO FIRE ALARM DEVICES, MECHANICAL DEVICES, OR ELECTRICAL DEVICES REQUIRING OBSERVATION OR MAINTENANCE ARE RESTRICTED FROM ACCESS IN ANY WAY.

CLOSE ALL JUNCTION BOXES ABOVE CEILING AND MARK "EMPTY" IF BOXES ARE EMPTY. (NO EXCEPTIONS)

ALL MULTIPLE FLOOR PENETRATIONS IN THE CENTRAL PATIENT BUILDING SHOULD BE REVIEWED WITH THE SANFORD CONSTRUCTION MANAGER FOR STRUCTURAL HAZARDS.

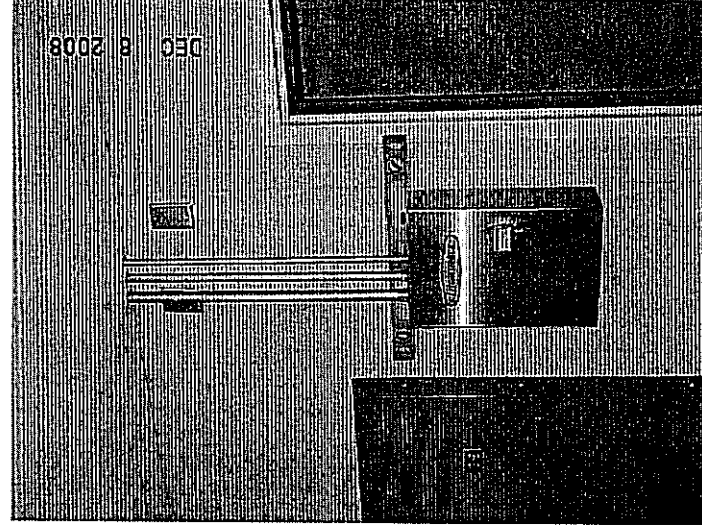
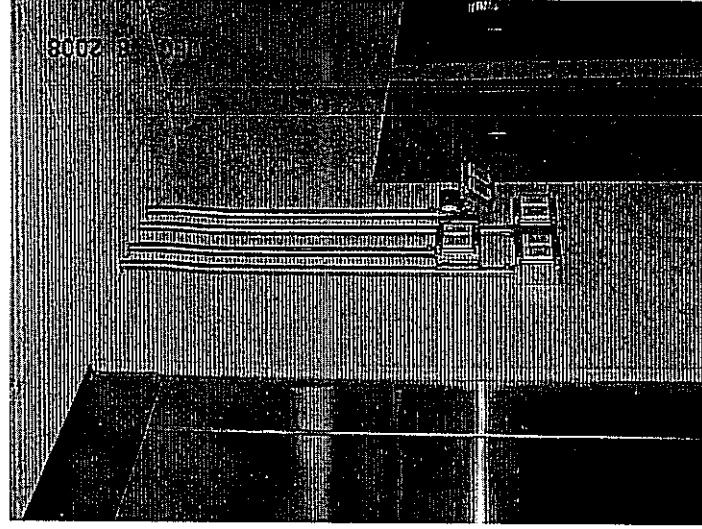
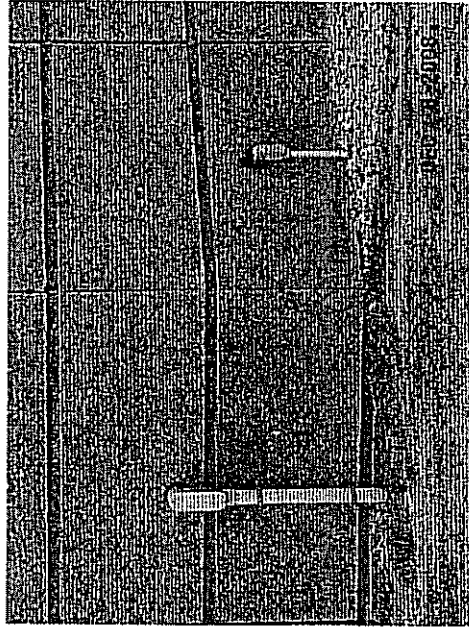
ALL STRUCTURAL WALL MODIFICATIONS WILL BE REVIEWED WITH THE SANFORD CONSTRUCTION MANAGER. ALL OPENINGS IN STRUCTURAL WALLS TO BE CLOSED OFF WILL BE BLOCKED OR BRICKED IN.

ALL MECHANICAL OPENINGS IN STRUCTURAL WALLS GREATER THAN 16" IN WIDTH WILL REQUIRE A LINTEL.

BRING ALL DISCARD FLORESCENT BULBS TO THE HOSPITAL LOWER LEVEL FOR RECYCLING.

# EXPOSED CONDUIT

CONDUIT SHOULD NEVER BE PLACED IN AN EXPOSED CONDITION UNLESS THIS HAS BEEN APPROVED BY THE SANFORD CONSTRUCTION MANAGER PRIOR TO THE INSTALLATION.



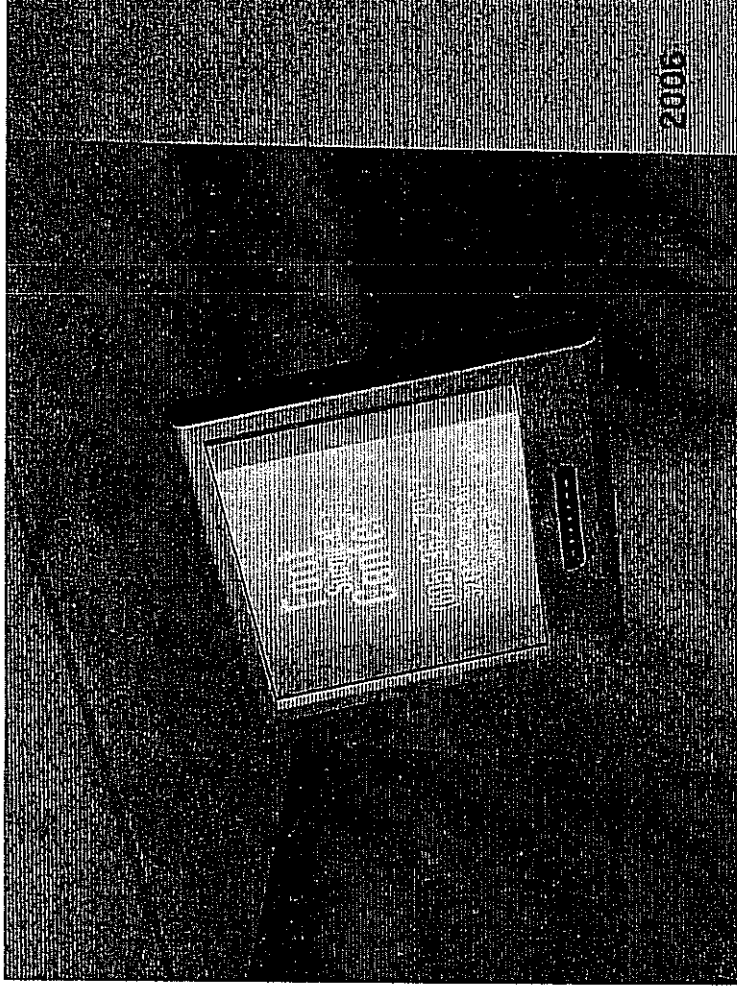
**IF INSTALLED WITHOUT PRIOR SANFORD APPROVAL, EXPOSED CONDUIT WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.**



# LODGENET TV REMOVALS / INSTALLS

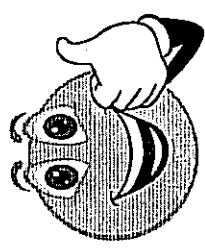
**WHEN REMOVING OR INSTALLING A TELEVISION WITHIN HOSPITAL FACILITIES, YOU MUST BRING THE REMOVAL / INSTALLATION INFORMATION TO THE SANFORD MASTER ELECTRICIAN, DEAN KOOIMAN, PRIOR TO THE WORK.**

**ALL TV'S IN THE HOSPITAL MUST BE TRACKED FOR LOCATION AND USAGE.**

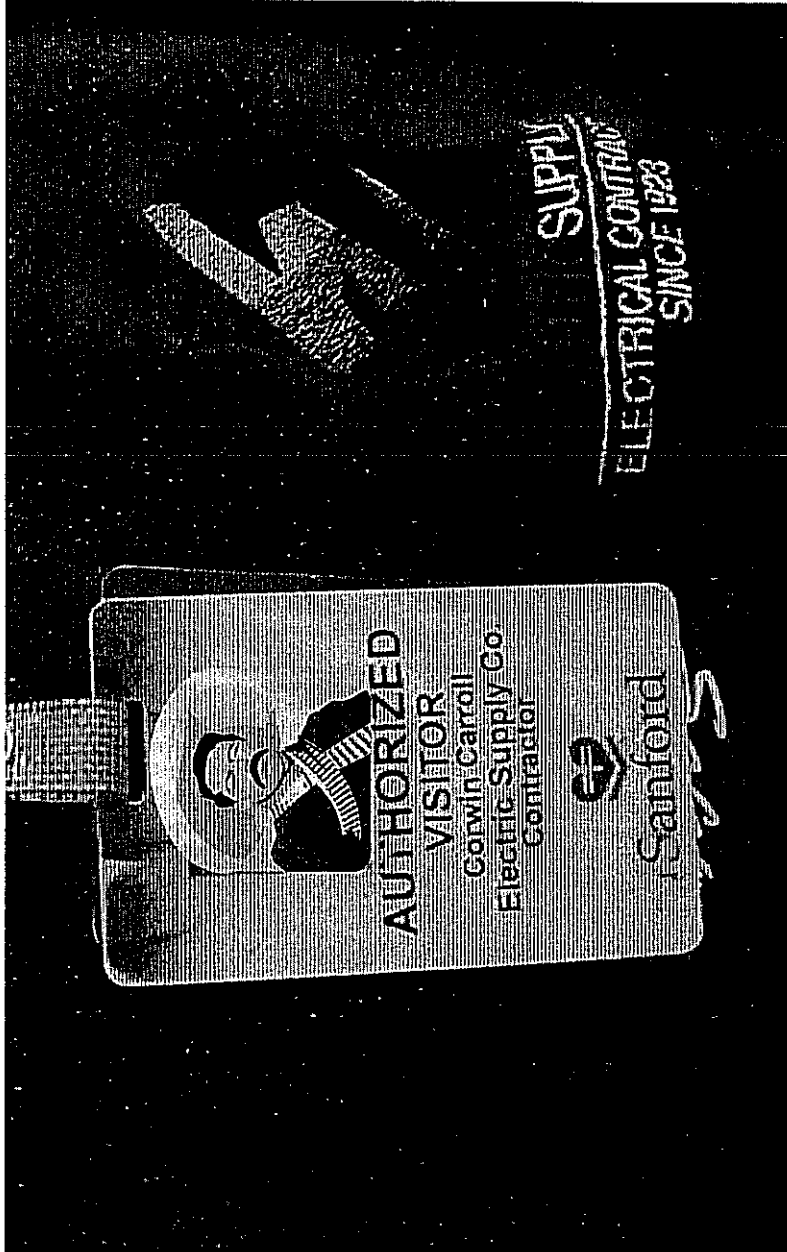


**TV SYSTEM MODIFICATIONS MAY REQUIRE SPECIFIC CONFIGURATION INFORMATION OR DEVICES FROM LODGENET**

# CONTRACTOR IDENTIFICATION




WEAR 'EMI  
CORY DOES!



**OH YES, YOU DO NEED A BADGE!**

**NAME TAGS FOR ALL CONTRACTORS IDENTIFYING THE COMPANY THEY WORK FOR WILL BE REQUIRED TO BE WORN ABOVE THE WAIST AND BE VISIBLE AT ALL TIMES.**

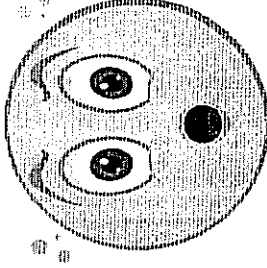
# CERTAIN SANFORD DEPARTMENT PERSONNEL WILL HAVE AUTHORITY FOR CONTRACTOR OVERSIGHT



**BOB**  
Phelan  
CAD Specialist  
Sanford USD Medical Center  
Construction Services



DEPARTMENT NAME **Sanford**



IF THIS SAYS:

- CONSTRUCTION SERVICES
- INFECTION CONTROL
- SAFETY
- MAINTENANCE

THEN THE PERSON WEARING THIS BADGE HAS AUTHORITY FOR CONTRACTOR OVERSIGHT

CERTAIN SANFORD EMPLOYEES WILL BE AUTHORIZED TO HALT YOUR WORK AT ANYTIME IF THEY NOTICE AN IMPROPER OR NON-STANDARD PRACTICE BEING PERFORMED.

NON-CONFORMING PRACTICES WILL BE REPORTED TO YOUR COMPANY AND CORRECTIVE ACTIONS WILL BE TAKEN.

# POLICY VIOLATION CITATIONS

200-12520-0017 Construction Violation Notice

**IF A VIOLATION OF SANFORD CONSTRUCTION POLICIES OR PROCEDURES HAS BEEN IDENTIFIED, THE CITATION SHOWN ABOVE COULD BE ISSUED TO YOU.**

**ACTIONS WILL BE TAKEN BY SANFORD AND YOUR EMPLOYER DEPENDING ON THE SEVERITY OF THE VIOLATION. MULTIPLE OR REPEAT VIOLATIONS COULD RESULT IN YOUR SANFORD CAMPUS WORK AUTHORIZATION TO BE REVOKED.**



# IF YOU DO NOT KNOW... (THE PROPER PROCEDURE)



## CONTACT YOUR SUPERVISOR BEFORE PROCEEDING!



➤ PEOPLE'S HEALTH AND POSSIBLY THEIR LIVES ARE AT STAKE  
EVERY TIME YOU WORK IN THIS FACILITY.

Read and follow: Sanford Administrative SOP #S-019

➤ LET'S ALL WORK SAFELY TOGETHER.

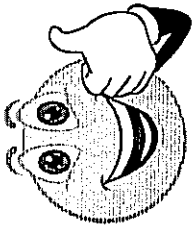
➤ IF ANY INCIDENT OCCURS WITHIN THE FACILITY WHICH CAUSES  
MAJOR INJURY, DAMAGE OR AFFECTS LIFE SAFETY IN ANY WAY:  
CALL LEE DOOHEN AT: OR ASSISTANT CONST. MGR. AT:

333-6669 OR 351-3192

333-6638

Who to notify of problems:

Maintenance	333-6667
Infection Control	333-7363
Security	333-1111
Safety	333-6672
EMERGENCY	333-1234 OR 911



# REMEMBER THE ISSUES:

- PATIENT, STAFF & WORKER SAFETY 
- INFECTION CONTROL 
- SITE CONTAINMENT & FILTRATION 
- FIRE PROTECTION 
- PATIENT CONFIDENTIALITY 
- SECURITY 
- REGULATIONS AND DOCUMENTATION 
- STANDARDS OF BEHAVIOR 

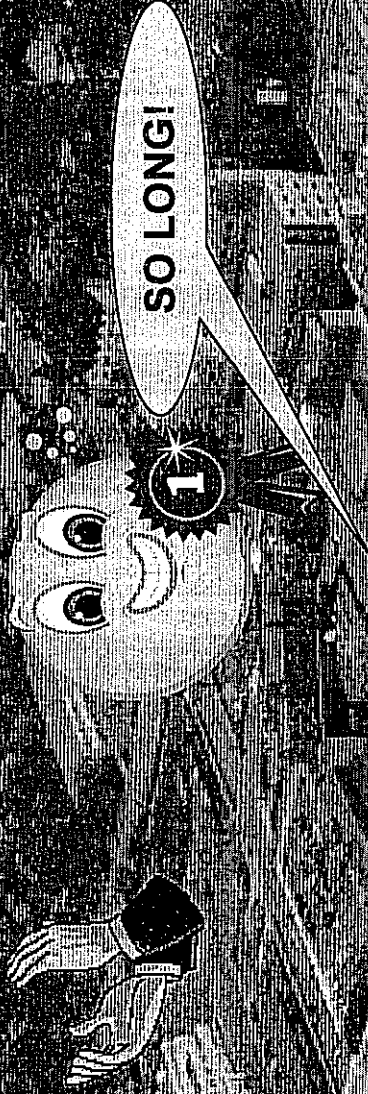
THE CONTINUOUS OPERATION OF THIS FACILITY AND THE SAFETY OF PATIENTS, STAFF,  
AND YOUR CO-WORKERS MUST BE:



**YOUR #1 PRIORITY AT  
ALL TIMES.**

March 2009

FROM SANFORD CONSTRUCTION SERVICES



**THANK YOU**

**SAFETY IS EVERYONE'S**  
**RESPONSIBILITY!!!**

**CAN YOU MAKE A DIFFERENCE?**

**YES... YOU CAN PREVENT INJURY AND SAVE LIVES!!!**

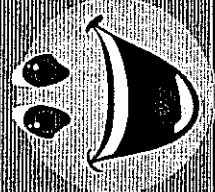


**YOU ARE NOW REQUIRED TO TAKE THE SANFORD HEALTH CONTRACTOR'S TRAINING QUIZ.**

**CONTRACTOR BADGES TO WORK IN SANFORD HEALTH FACILITIES WILL NOT BE ISSUED WITHOUT A MINIMUM PASSING SCORE OF 70%.**

**EVEN WITH A PASSING SCORE, ANY QUESTIONS MISSED ON THE QUIZ SHOULD BE REVIEWED AGAIN.**

**CONTRACTORS (AND ALL SUBCONTRACTORS) WILL BE REQUIRED TO SUBMIT EMPLOYEE NAMES, DATES, AND SCORES (QUIZ PASS/FAIL) TO SANFORD CONSTRUCTION SERVICES BEFORE CONTRACTOR BADGES ARE ISSUED. CONTRACTORS SHOULD KEEP THE COMPLETED QUIZ IN THE EMPLOYEE'S FILE. THIS TRAINING AND QUIZ MUST BE ADMINISTERED TO ALL NEW EMPLOYEES AND RE-ADMINISTERED ANNUALLY TO ALL EMPLOYEES WORKING IN SANFORD CAMPUS FACILITIES**



**SEE YOU AT THE JOBSITE!**

## Exhibit I

### Owner-Contractor Agreement Access

#### Contract Download Instructions:

To download the contract documents:

- Open a web browser (i.e. Internet Explorer) and go to the website [www.henrycarlson.com](http://www.henrycarlson.com).
- Click on the “Projects” link on the main page.
- Click on the “Jobs to Bid” link.
- Select the job: **Example: Tower Tech – Abilene TX**
- Click on the “Contracts” directory link to access the contract files.
- Contracts will be listed on the screen and are stored in PDF format. Click on a document to access. Please note that you will need the password listed at the bottom of this page to access the files.

You will also need to have Adobe Reader installed on your computer in order to view and/or print the documents. If you do not have Adobe Reader installed on your computer you will need to download it from Adobe’s website [www.adobe.com](http://www.adobe.com) click on the “get adobe reader” link.

- To save the file to your computer right click on the file link and choose the “Save Target As” option from the menu. Enter your own unique location on your PC to save the file to.
- NOTE: The files are password protected for viewing. The password for this project is:

Example: **08055aft**