

Standard Subcontract and Exhibits

SUBCONTRACT

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The Exhibits:

Exhibit H

Bid Pricing Summary Exhibit A Scope of Work (includes applicable Drawings, Specifications, Exhibit B and other technical information included in Contractor's invitation to bid) Exhibit C **Procedures** Exhibit D Insurance Unit Prices and Markup Exhibit E Attachments to Exhibit E: Attachment 1: Allowable Pricing Format Attachment 2: Labor Rate Breakdown Sheet Attachment 3: Small Tools Attachment Exhibit F **Special Conditions** Dürr Project Safety & Health Program Exhibit G Site Manual and Clean Construction Manual

Instructions for filling in the Durr bid package "Pricing Summary" spreadsheet

NOTE: SUBCONTRACTOR MUST COMPLETE ALL SECTIONS.

Required:

- 1. Base Bid tab: Durr Systems personnel shall fill in all information above and below the bid matrix (except what is shaded in "Yellow" color cells) for the "base bid" tab
- 2. Base Bid tab: Durr Systems personnel shall fill in all Item# descriptions (and start/stop dates) in the bid matrix for the "base bid" tab.
- 3. Base Bid tab: Bidder (Subcontractor) shall fill in all information (if applicable) in the bright "Yellow" color cells for the "base bid" tab.
- 4. Subcontractor must read/complete/sign Bid Certification tab.

Optional:

1. Voluntary Alternate tab: Bidder (Supplier) may fill in all information (if applicable) in the bright "Yellow" color cells for the "voluntary alternate bid" tab.

TAXES

The Subcontractor shall include in his bid separately, and shall make payment of, all applicable Federal, State, County, or Municipal sales, use, or other taxes in force at the time of contract signing and will be responsible for payment of all such taxes which may be enacted during the progress and completion of the work covered.

Taxable goods would be defined as follows:

The Subcontractor shall pay sales and/or use tax on material and equipment incorporated into property which constitutes "real" property.

"Real" property includes land, lane improvements and buildings and tangible personal property which loses its identity when it becomes an integral and inseparable part of the building or land, or tangible personal property which is removable only with substantial damage to the premises. Generally, tangible personal property classified as real property is installed to perform a building function (e.g., heat, light, support, shelter or other building functions such as sanitary sewerage, potable water supply, fire protection, security, etc.).

Examples of tangible personal property classified as real property would include: general building electrical systems; HVAC units; lighting fixtures directly wired to the building electrical, including "task" lighting; piping for potable water and human waste disposal; concrete equipment platforms integrated into the slab; catwalks and platforms supported by the building slab or suspended from trusses; crane rails integrated into building support steel.

The Subcontractor shall not pay sales and/or use tax on material and equipment incorporated into "tangible personal" property as designated exempt by the Owner.

"Tangible personal" property is not integrated into or inseparable from the building or land and is removable without substantial damage to the building or land. Generally, tangible personal property is functionally dedicated to non-building or "process" related functions.

Examples of tangible personal property would include: process piping (even though mounted on the building so long as it is removable without damage to the building); electrical bus systems dedicated to process equipment (e.g. weld systems); electrical equipment "drops" off the main bus used to connect process equipment, pumps, motors; material handling equipment, including hanger steel not welded to support trusses; above ground tanks used to contain process fluids but not the slab on which they are bolted; removable components of security systems (e.g., cameras and monitors, but not building wiring or mounts for such systems); access catwalks mounted directly onto process equipment for maintenance access; equipment enclosures (e.g., paint booths and paint ovens); process tanks such as ELPO tanks; portable supervisor offices; overhead traveling cranes, but not related crane rails if integrated into building skeleton.

The successful Subcontractor will be required to submit a complete tax breakdown, providing the equipment and/or material price, including fabrication labor separate from the price for installing labor for the Owner's review and approval. The Owner reserves the right at any time to reclassify materials and equipment between real property and personal property for this project and make adjustments for the payment of the Sales and/or Use Tax thereon accordingly. The Subcontractor agrees to cooperate in this respect and to furnish whatever data is necessary for the proper payment of the tax due under this Subcontract.



BASE BID PRICING MATRIX
Date Issued for bid:
Issued by:

Durr Project Name:
Project Location (city,state,country):
Durr Project number:
Durr Bid Package Description:
Bid "Due Date" from Supplier (to Durr Systems, Inc).:
Bid submitted from "Supplier):

(by close of business)

Bid "Submitted Date" (to Durr Systems):	MM/DD/YY format																							
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Cost Breakdown	Cost Summary	% of Total Bid
Total Design/Drafting Labor Cost (all items)=	\$0.00	#DIV/0!
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3. Total Shop Materials Costs (all items)=	\$0.00	#DIV/0!
4. Total Field Fabrication Labor Costs (all items)=	\$0.00	#DIV/0!
5. Field Installation/Debug Labor Costs (all items)=	\$0.00	#DIV/0!
6. Total Freight Shipping Costs to Jobsite (all items)=	\$0.00	#DIV/0!
7. Total Rental Equipment Costs (all items)=	\$0.00	#DIV/0!
8. Total General Expenses Costs (all items)=	\$0.00	#DIV/0!
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"Base Bid Pricing Matrix" Pie Chart Percentages

NOTE to Bidders: Item Costs, hourly labor rates and start/finish dates must be provided in order for your bid to be considered and accepted!!!

Straight time/hr

Bid Clarifications from Supplier:								
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Working Days/Shifts/Hours/Start/End											
Work Days/Shift	Hours / Shift	Shift Start	Shift End								
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Mon-Fri Shift#2	0 Hours	3:00 PM	11:30 PM								
Mon-Fri Shift#3	0 Hours	12:00 AM	5:30 AM								
Sat Shift#1	0 Hours	6:00 AM	2:30 PM								
Sat Shift#2	0 Hours	3:00 PM	11:30 PM								
Sat Shift#3	0 Hours	12:00 AM	5:30 AM								
Sun Shift#1	0 Hours	6:00 AM	2:30 PM								
Sun Shift#2	0 Hours	3:00 PM	11:30 PM								
Sun Shift#3	0 Hours	12:00 AM	5:30 AM								
Holiday Shift#1	0 Hours	6:00 AM	2:30 PM								
Holiday Shift#2	0 Hours	3:00 PM	11:30 PM								
Holiday Shift#3	0 Hours	12:00 AM	5:30 AM								

Sub-subcontracts (If Applicable):
Please list any proposed Sub-Tier contractors to be utilized on this project. All are subject to Owner/Dürr approval.

Proposed Sub-subcontractor Scope of Work Sub-subcontract \$ Value

Total	Anticinated	Sub-subcontractor	Costs

By submitting a bid to Contractor, Subcontractor certifies and agrees that the price stated in this Pricing Summary is complete in every way and includes any and all anticipated overtime necessary to perform the work in accordance with the Project Schedule. Further, Subcontractor certifies that it is properly and completely licensed as required by anysilla splicable laws.

The Subcontractor, having carefully examined the Work, Drawings, Specifications, and all Addenda thereto and other Subcontract Documents, including the Subcontract Terms & Conditions, and having familiarized itself with material availability, Federal, State and Local Law, ordinances, rules and regulations affection performance of the Work, does hereby propose to furnish all labor, materials, supervision, tools, material, equipment, transport, services and all nicidentals necessary to perform and complete said Work and all work incidental thereto, in a workmanlike manner, for the amount stated in this Bid Pricing Summary.

Subcontractor acknowledges and agrees that all costs incurred in excess of the amounts set forth above or for any cost overruns shall neither justify an increase in the Subcontract Price or Subcontract Time nor provide the basis for subsequent consideration by Owner or Contractor of a proposal or claim for an increase in the Subcontract Price or Subcontract Time. Requests or claims for any amounts in excess of those specified above will not justified increase in the Subcontract Price or Subcontract Time increase in the Subcontract Price or Subcontract Price or Subcontract Time except as provided for in the Contract Documents. In the event any reductions in scope, labor or materials are required by Owner or Contractor, the amounts set forth in this bid shall provide the basis for the deduct. Owner and Contractor assume no responsibility for any cost overruns any subcontractor incurs, nowever caused.

BASE BID PRICING MATRIX

Date Issued for bid:
Issued by:

"for accounting purposes only" will not be accounting purposes."

MW/DD/YY format Dave Fischer (Durr Systems)

rr від Раскаде Description: I "Due Date" from Supplier (to Durr Systems, Inc).:

(by close of business)

Bid submitted from "Supplier" : Bid "Submitted Date" (to Durr Systems):	Your company nam MM/DD/YY format	ne/your name/con	ntact information	in (email/phone)																				
				Design/Drafting	Labor	Shop	Fabrication L	.abor			Shop Material			Fic	eld Fabrication	Labor	Field	Installation/Debu	ıg Labor	Freight		General Expenses	Unit Cost	
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em#5 Totals=			0 Hours		\$0.00				0.00		0.00		\$0.00	0 Hours	5	\$ -	0 Hours		\$ -	\$0.00	\$0.00	\$0.00		\$
			1		_																			1
tems#1 thru #5 Grand Total (all items)=			0 Hours		ş .			\$ -	0.00	\$			\$ -	0 Hours		\$0.00	0 Hours		\$0.00	\$0.00	\$0.00	\$0.00		\$
Cost Breakdown	Cost Summary	41.67																						

Cost Breakdown	Cost Summary	% of Total Bid	ODDING:				
Total Design/Drafting Labor Cost (all items)=	\$0.00	#DIV/0!	OLUMBOUN .				
Total Shop Fabrication Costs (all items materials and labor)=	\$0.00	#DIV/0!					
3. Total Shop Materials Costs (all items)=	\$0.00	#DIV/0!					
4. Total Field Fabrication Labor Costs (all items)=	\$0.00	#DIV/0!					
Field Installation/Debug Labor Costs (all items)=	\$0.00	#DIV/0!					
6. Total Freight Shipping Costs to Jobsite (all items)=	\$0.00	#DIV/0!					
7. Total Rental Equipment Costs (all items)=	\$0.00	#DIV/0!					
8. Total General Expenses Costs (all items)=	\$0.00	#DIV/0!					
Grand Total Base Bid Costs (all items)=	\$0.00	#DIV/0!					

"Base Bid Pricing Matrix" Pie Chart Percentages

Hourly Labor Rates: (required)	Straight time/hr
Design/Drafting Labor	\$0.00 /hr
Shop Fabrication Labor	\$0.00 /hr
Field Fabrication Labor	\$0.00 /hr

NOTE to Bidders: Item Costs, hourly labor rates and start/finish dates must be provided in order for your bid to be considered and accepted!!!

Bid	Clarifications	from	Supplie

2			
3			
4			
5			
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12			
	2 3 4 5 6 7 8 8 9 10 11 12	9 10 11	9 10 11

Working Days/Shifts/Hours/Start/End						
Work Days/Shift	Hours / Shift	Shift Start	Shift End			
Mon-Fri Shift#1	0 Hours	6:00 AM	2:30 PM			
Mon-Fri Shift#2	0 Hours	3:00 PM	11:30 PM			
Mon-Fri Shift#3	0 Hours	12:00 AM	5:30 AM			
Sat Shift#1	0 Hours	6:00 AM	2:30 PM			
Sat Shift#2	0 Hours	3:00 PM	11:30 PM			
Sat Shift#3	0 Hours	12:00 AM	5:30 AM			
Sun Shift#1	0 Hours	6:00 AM	2:30 PM			
Sun Shift#2	0 Hours	3:00 PM	11:30 PM			
Sun Shift#3	0 Hours	12:00 AM	5:30 AM			
Holiday Shift#1	0 Hours	6:00 AM	2:30 PM			
Holiday Shift#2	0 Hours	3:00 PM	11:30 PM			
Holiday Shift#3	0 Hours	12:00 AM	5:30 AM			

Sub-subcontracts (If Applicable):
Please list any proposed Sub-Tier contractors to be utilized on this project. All are subject to Owner/Dürr approval.

Proposed Sub-subcontractor Scope of Work Sub-subcontract \$ Value

Total Anticipated Sub-subcontractor Costs

By submitting a bid to Contractor, Subcontractor certifies and agrees that the price stated in this Pricing Summary is complete in every way and includes any and all amicipated overtime necessary to perform the work in accordance with the Project Schedule. Further, Subcontractor certifies that it is properly and completely ilcreased are required by any/all applicable laws.

The Subcontractor, having carefully examined the Work, Drawings, Specifications, and all Addends thereto and other Subcontract Documents, including the Subcontract Terms & Conditions, and having familiarized Itself with material availability, Federal, State and Local Laws, ordinances, rules and regulations affection performance of the Work, does hereby propose to furnish all labor, materials, supervision, tools, material, equipment, transportation, services and all incidentals necessary to perform and complete said Work and all work incidental thereto, in a workmanilke manner, for the amount stated in this lid Pricing Summary.

Subcontractor acknowledges and agrees that all costs incurred in excess of the amounts set forth above or for any cost overruns shall neither justify an increase in the Subcontract Price or Subcontract Time nor provide the basis for subsequent consideration by Owner or Contractor of a proposal or claim for an increase in the Subcontract Price or Subcontract Time. Requests or claims for any amounts in excess of these specified above will fine justify an interest in the Subcontract Price or Subcontract Time. Requests or claims for any amounts in excess of these specified above will fine justify an interest in the Subcontract Price or Subcontract Time except as provided for in the Contract Documents. In the event any reductions in scope, labor or materials are required by Owner or Contractor. When amounts set forth in this bid shall provide the basis for the deduct. Owner and Contractor assume no responsibility for any cost overruns any subcontractor incurs, however caused.

File: T:\RCB\ExhibitA\160926ExhibitA(PricingSummary) Rev092816.xlsx Tab: Voluntary Alternate Bid Date Printed: 9/28/2016 Time Printed: 12:07 PM Page 3 of 3

EXHIBIT B

SCOPE OF WORK

The Work consists of the following items, which if not provided in the initial Request for Bid, will be provided separately:

- 1. The Schedule
- 2. The Drawings
- 3. Dürr Scope of Work and Responsibility Matrix
- 4. The Specifications
- 5. Owner Contract Documents

The scope of the Subcontractor's Work includes all items required for the complete and proper execution and completion of the Work set forth above, including without limitation, all items incidental to or reasonably inferable from such Work, whether or not expressly shown on the Drawings or expressly set forth in the Specifications.

EXHIBIT C

PROCEDURES

The work shall be performed subject to, and in strict accordance with the following requirements:

 In drawings, large scale details shall govern small scale drawings. In case of conflicts between Drawings and Specifications, Contractor may interpret the Contract Documents so as to secure the most substantial and comprehensive performance of the Work consistent with the intent and requirements of the Contract Documents, and such work shall be performed by Subcontractor without extra cost to Contractor.

- 2. Subcontractor shall submit shop drawings and other submittals required by the Agreement Between Owner and Contractor or by the Contractor. The Subcontractor shall promptly submit shop drawings and samples required to perform its Work efficiently, expeditiously and in a manner that will not cause delay in the progress of the Subcontractor's Work or the work of the Contractor or other subcontractors. No allowance of an extension of time shall, in any event, be made to the Subcontractor for delay by the Subcontractor in preparing drawings or in securing approval of the Architect or Engineer thereto where such drawings are not properly prepared or when the Subcontractor by the exercise of reasonable diligence and judgment could have anticipated and avoided the delay. Approval of shop drawings and other submittals by Contractor or the Architect shall not relieve the Subcontractor of its obligation to perform the Work in strict accordance with the requirements of the Contract Documents and its responsibility for the proper matching and fitting of the Work with contiguous work.
- 3. If Subcontractor discovers an error or inconsistency in the drawings or specifications, Subcontractor shall contact an authorized Contractor representative for clarification. The Work on the questioned item shall not proceed until the Contractor representative has resolved such error or inconsistency, and it has been committed to writing. In the absence of such clarification, the Contract shall require that the inconsistency or error be resolved by interpreting the Contract to the highest quality of performance or most demanding and/or stringent specifications.
- 4. Contractor reserves the right at any time to make changes in drawings and specifications. Should such changes result in a variation for the schedule of delivery of the Work, or in a change in the pricing of the same, the parties hereto shall agree in writing upon the adjustment of such schedule or pricing.
 - Any variation proposed by Subcontractor shall require the prior approval of Contractor before implementation and shall be subject to the value analysis program, if any, of Contractor's customer. Any liability associated with an alternative method of engineering or construction shall be the responsibility of the Subcontractor.
- 5. Should the Subcontractor determine in the exercise of its best judgment that the Work requires a variation from the drawings and specifications; the Subcontractor agrees to perform all work and furnish all material for such variation without additional cost to Contractor.
- 6. Contractor's review and approval of all or any part of Subcontractor's obligations pursuant to this Contract does not relieve Subcontractor of responsibility for satisfactory completion of the Work. Contractor's review or approval of the Contract or any part of the Contract, or samples provided by Subcontractor is only for the purpose of establishing general conformity with the design concept of the Work and general compliance with the requirements of this Contract.
- 7. Subcontractor shall install all materials and perform all Work in the manner required by the material manufacturer. Should the manufacturer's instructions and the Contract Documents conflict, Subcontractor shall refer the conflict to Contractor for resolution before proceeding with the Work.

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Subcontractor shall keep a copy of the manufacturer's requirements at the Project Site, including those prepared specifically for this Project, if any.

- Items scheduled on the drawings as furnished by the Contractor or Owner and to be installed by the Subcontractor will be furnished to the Project Site by the Contractor or Owner unless otherwise indicated.
- 9. The Subcontractor shall arrange for delivery of materials and equipment provided as part of this Subcontract so as to prevent interruptions of or delay to its work or the work of others. This shall include coordination of deliveries of equipment provided by Dürr or others for installation by this Subcontractor as part of this work. Subcontractor shall receive the items, sign receipts for, provide additional required transportation, uncrate, assemble, locate in place and install or connect ready for operation or use. Assembly shall include such projecting parts and loose fittings as are usually shipped detached. Installation or connection shall be in accordance with specifications for such work, including any additional labor and materials required.

Subcontractor shall provide appropriate secure storage and protection for all materials and equipment provided by Dürr and/or others for installation by this Subcontractor as part of this Subcontract. Subcontractor to be fully responsible for these materials and equipment once signed for and received by Subcontractor. Subcontractor to be fully liable for any loss or damage to materials or equipment provided by Dürr or others once accepted and received by Subcontractor. Subcontractor to be responsible to make any necessary repairs or replacement for loss or damage of material or equipment signed for by Subcontractor at no additional cost to Dürr.

- 10. Except as otherwise specified in the corresponding Purchase Order issued by Contractor, the Subcontract price shall include freight costs for items provided by Subcontractor under its Subcontract, DDP job site. Subcontractor shall also include all costs for unloading items fabricated by others and shipped to the job site as part of Subcontractor's installation.
- 11. Subcontractor shall be held responsible for all costs in connection with the cleaning of any vehicles leaving the Project Site or entering the paint shop building, whether performed by the Subcontractor, Contractor or at the direction of any public authority having jurisdiction.
- 12. Subcontractor shall be held responsible for field checking of the entire installation up to, including, and during the time of erection. Unless otherwise stated, the Subcontractor is responsible for all alterations, if any, that are necessary for the Work to be properly completed, at no cost to the Owner or Contractor. All alterations and rework are subject to approval of the Owner and Contractor and shall be judged for conformance to the Contract Documents.
- 13. All materials used in the Work shall be new, first quality, free from rust and selected in accordance with the Subcontract Documents. Any rust or defect on erected components shall be restored to the Contractor's satisfaction or replaced with new components.

Extreme caution shall be exercised to ensure that no silicone-containing materials or lubricants are used in any manner in the Project. Even tiny trace amounts of silicone can prevent paint from adhering. Any and all materials and equipment must be compatible (silicone free) with the paint process.

Specific items which must be monitored, include lubricants inside all valves (especially PVC) pipe dopes, wire pulling lubricants, "O" ring lubricants, aerosol sprays for lubrication and waterproofing, and hand lotions. Items which usually fall into the above categories include all PVC valves and fittings which move or utilize "O" rings, plus many non-plastic valves.

The Subcontractor shall furnish to Contractor its written certification that all products supplied or used in construction are free from all traces of silicone. This certification shall be supported by the certification of each supplier to the Project. In the event any contaminated components, materials,

or construction aids are discovered, Subcontractor will be required to promptly replace all construction possibly affected at its own expense.

14. Temporary drainage and dewatering above grade and/or below grade, shall be performed by each Subcontractor to the extent required to maintain its schedule of work or as may be necessary to adequately protect its work in progress from damage and shall include the furnishing of all such labor, material, equipment, means and methods as may be required to install, construct, erect maintain and/or otherwise provide an adequate temporary drainage system for, and throughout the course of its work. Prior to performing any temporary drainage work that will require construction of temporary drainage structure(s) or systems, the Subcontractor shall obtain permission from the Contractor. If Subcontractor fails to provide such drainage and dewatering, Contractor will provide such drainage and dewatering and will deduct cost of such from Subcontractor's payment.

15. Subcontractor shall comply with all reporting procedures established by Contractor to integrate a reporting and project control system. The procedure incorporated in this system will consist of work necessary to provide scheduling, cost control, site manpower control, coordination activities, daily manpower and work activity reporting, and other reporting as deemed necessary by Contractor for controlling the Work.

The Subcontractor shall furnish monthly written progress reports on the Work and such other periodic reports as the Contractor may require, including material and equipment status reports providing information on the status of materials and equipment which may be in the course of preparation or manufacture or delivery.

The Subcontractor shall attend all preconstruction, progress or other meetings required by Contractor and Owner.

- 16. The employees, methods, equipment and facilities used by Subcontractor shall at all times be under its exclusive direction and control. Subcontractor's relationship to Contractor in this Subcontract is only that of a Subcontractor, and neither Subcontractor, nor any of its employees will ever, under any circumstance be considered to be an agent, associate, joint venturer or partner of Contractor.
- 17. Subcontractor shall store materials on the Project Site where directed by Contractor and in a manner which will not interfere with the Work. Material deliveries shall be scheduled so that materials are not stored any longer than necessary. Should any of the Subcontractor's plant, materials, supplies, etc., obstruct the progress of any portion of the Work, they shall be moved by the Subcontractor as directed by Contractor without reimbursement of costs.

Subcontractor agrees to pay all federal, state and local sales and use taxes, duties and similar levies on all materials, tools, and equipment furnished under this Contract and to assume all risk and liability for loss and damage, however caused, to Subcontractor's material, tools and equipment not incorporated in the Work.

- 18. Subcontractor shall be responsible for the accuracy of design, plans, drawings, layouts, and other services prepared or performed by Subcontractor or its Sub-Subcontractors on the Work. Subcontractor's design and related services for any equipment and/or process furnished and/or established by Subcontractor hereunder shall be developed and coordinated in such a manner as to assure satisfactory and efficient operation of the facilities. Further, Subcontractor agrees that the facilities will meet such performance guarantees as Subcontractor and Contractor may mutually establish in writing.
- 19. Subject to Contractor's prior approval, the Subcontractor shall designate a general supervisor who shall be Contractor's contact with the Subcontractor's office and who shall have full authority for the proper progress of the Work, including all scheduling requirements. Subcontractor shall not change the general supervisor without the prior consent of Contractor.

Subcontractor's general supervisor shall represent the Subcontractor on the Project Site and at all meetings with the Owner and Contractor and all communications and notices given to him shall be deemed to be received by the Subcontractor. If the general supervisor or any of his assistants, who may be required to control various activities, prove unsatisfactory to Contractor during the performance of the Work they shall be replaced with a person approved by Contractor immediately upon the request of Contractor.

- 20. The Subcontractor shall maintain at all times, legible, updated copies of any "As-Built" record documents required by the specification and will deliver electronic copies of same promptly after any request from Contractor. Failure by the Subcontractor to maintain/deliver any such information shall constitute just cause for the Contractor to withhold payment.
- 21. The Subcontractor, in carrying out its Work, shall take all necessary precautions to properly protect the finished and unfinished work of other trades and adjacent property from damage caused by its operations and further agrees to pay the Contractor for any damages or delay that may be caused to such work by the Subcontractor or by its agents or employees.
- 22. he Subcontractor shall cooperate with the Contractor and all other subcontractors whose work might interface with the Subcontractor's Work, and shall participate in the preparation of coordinated drawings as required by the Contract Documents or the Contractor, or as otherwise appropriate, specifically noting and advising the Contractor of any such interface.
- 23. The Subcontractor shall furnish monthly written progress reports on the Work and such other periodic reports as the Contractor may require, including "Material and Equipment Status Reports" providing information on the status of materials and equipment which may be in the course of preparation or manufacture or delivery.
- 24. All communications shall be solely through the Contractor. The Subcontractor shall not communicate directly with the Owner unless specifically authorized to do so in writing by the Contractor.
- 25. Subcontractor shall provide sufficient workmen, equipment and materials for the prompt and diligent prosecution of the work and shall not directly or indirectly employ workmen, equipment or materials that are likely to cause strikes, slowdowns or similar interruptions of the Work. Subcontractor shall comply with all wage rates, reporting obligations, safety regulations and similar requirements established under the Agreement Between Owner and Contractor and by any governmental authority having jurisdiction. Any employee of the Subcontractor may be refused admittance to the Project Site or may be requested to leave the Project Site at any time by the Contractor and the Contractor shall not be required to have or state any reason for such action. In the event any employee or employees of the Subcontractor are so barred from the Work, the Subcontractor shall immediately replace such employee or employees with employees satisfactory to the Contractor.
- 26. Whenever it may be useful or necessary for the Contractor to do so, the Contractor shall be permitted to occupy and/or use any portion of the Work which has been either partially or fully completed by the Subcontractor before final inspection and acceptance thereof by the Owner, but such use and/or occupation shall not relieve the Subcontractor of its guarantee of said Work and materials nor of his obligation to make good at its own expense any defect in materials and/or workmanship which may occur or develop prior to Contractor's release from responsibility to the Owner.
- 27. The Subcontractor specifically agrees that it is responsible for the protection of its Work until final completion and acceptance thereof by the Owner and that it will make good or replace, at no expense to the Contractor or the Owner, any damage to its Work which occurs prior to said final acceptance.

28. The Subcontractor shall promptly furnish all information requested by the Contractor with respect to job progress and scheduling, including without limitation, detailed information regarding anticipated equipment use, anticipated manpower loading, anticipated interruption of power or other utilities, anticipated interface of the Subcontractor's Work with the work of others, planned safety precautions or other activities that may affect access to the Project, anticipated requirements for temporary services, planned deliveries of equipment and materials, etc. Such information shall be furnished by Subcontractor within thirty (30) days from the date of this Subcontract or sooner if requested by the Contractor.

- 29. The Subcontractor shall furnish and pay for all temporary heat and power, winter protection, temporary protection, and temporary facilities, temporary ventilation, and other items required for the performance of the Subcontractor's Work.
- 30. In laying out its Work, the Subcontractor shall follow benchmarks established by the Contractor. The Subcontractor shall notify the Contractor immediately if the Subcontractor believes the benchmarks are inaccurate or incomplete.
- 31. Unless provided otherwise herein, references to days in this Subcontract shall mean calendar days.
- 32. Contractor may arrange for taking of Project progress photographs on a regularly scheduled basis and Subcontractor shall allow access to the Work as required. No other photographs of the Project shall be permitted by Subcontractor without specific written approval from Contractor.
- 33. Contractor anticipates that during performance of the Work by Subcontractor, certain confidential and proprietary information furnished by the Owner may be disclosed or provided to Subcontractor. In order to protect the rights of Owner and Contractor, Subcontractor shall take all reasonable steps to preserve the confidentiality of all such information and materials and agrees that such will be made available only to those employees of Subcontractor as shall have a need to know the same for purposes of performing the Work and Subcontractor shall not disseminate such confidential or proprietary information or materials to a third party except such as is necessary to perform the Work or required by law.
- 34. Also refer to the included CA Contractor Laws Certification for any work complete in the State of California and the included invoicing procedures and forms.

CERTIFICATION OF COMPLIANCE WITH CALIFORNIA CONTRACTORS STATE LICENSE BOARD LAWS/REGULATIONS

The Seller represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the CA Code of Regulations, Title 16, Division 8, including but not limited to the provisions of related laws, such as, the California Constitution, Business and Professions Code, Civil Code, Code of Civil Procedure, Family Code, Government Code, Health and Safety Code, Insurance Code, Labor Code, Penal Code, Public Contract Code, Public Resources Code, Public Utilities Code, Revenue and Taxation Code, Unemployment Insurance Code, Vehicle Code, Water Code (collectively, the "California Contractor Laws").

If the Seller receives a Purchase Order from Buyer, Seller certifies that during its performance under the Purchase Order, the Seller will strictly comply with all California Contractor Laws. Seller agrees to indemnify, defend, and hold harmless Buyer and Buyer's customer from any and all liability, including fines, attorneys' fees and court costs, assessed against Buyer or Buyer's customer due to noncompliance with the California Contractor Laws by Seller or any of its sub-suppliers.

Type or print legibly when completing this form.
Legal Name of Contractor or Vendor: (Note: This is your name as reported to the IRS (Internal Revenue Service). This should match your Social Security card of Federal ID Number.)
2. California Contractor's License Number/Classification(s)/Expiry Date:
3. Type of Business Entity: (please indicate only one) Sole Proprietorship (Provide full name and address of owner) Limited Partnership (Provide full name and address of all partnership (Provide full name and address of all partners) Limited Liability Company (LLC) (Provide full name and address of all managing members) Corporation (Provide full name and address of all managing members) Other (Provide details)
4. <u>Doing Business As</u> : If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

5. Name and Position of Person Completing this Certificate (Must Be an Officer or Managing)

6. Physical Business Address:

Member if LLC):

7. Primary Correspondence Address (If different from physical address):

complet	te.					
Sworn t	his	_day of	, 201	on behalf of		
		as evidenced by the	following sign	ature and seal:		
	Name o	f Contractor/Vendor:				
	Printed I	Name/Title of Signato	ory:			
:	Signatuı	re:				
	Date:					
		nstrument was ackno	-	re me this	day of	, 20, by
			Notary			-

Under penalties of perjury, I affirm that the information provided herein is true, correct, and

Attention: Accounts Receivable

Subject: Invoicing Procedure – REQUIRED FORMS

- Payments are made on approximately the 10th and 25th of each month.
- If your purchase order is set up to have retention held, you must invoice for the retention separately. Retention is not automatically released.
- All payments will be Net 60 unless otherwise stated in the Terms and Conditions of your purchase order. (Pay when Paid terms may apply on specific projects.)
- Invoices along with all required back-up documentation should be e-mailed to ap@durrusa.com

NO INVOICE WILL BE PROCESSED unless the following documentation has been received and is correct:

ALL INVOICES

1. Subcontractors Invoice

Payment for Contractual Value Only. Invoices that exceed purchase order value will not be accepted.

2. Subcontractor's Notarized Sworn Statement

For contracts that are under \$1M, you must include all Subcontractors and major material suppliers with an accumulative contract value of \$5,000 +. For contracts that are over \$1M you must include all Subcontractors and major material suppliers with an accumulative contract value of \$25,000 +

3. Partial Unconditional Waiver of Lien

Waivers of Lien shall be submitted from Subcontractor for all Net amounts received to date prior to current invoices.

Waivers of Lien are to be submitted for all Sub-Subs / Suppliers listed on Sworn Statement and shall reflect NET AMOUNTS paid to the Sub / Supplier for the period leading up to the Sworn Statement date.

FINAL INVOICES

4. Final and Unconditional Waiver of Lien

FINAL Payment will not be made until a final waiver of lien is submitted from all Sub-Subs / Suppliers shown on Sworn Statement.

Forms could change to comply with the specific Customer requirements.

Direct all questions or comments to the Accounts Payable Department

Phone: 248.450.2000 Fax: 734.459.5837 E-Mail: ap@durrusa.com

SUBCONTRACTOR'S NOTARIZED SWORN STATEMENT SUBCONTRACTOR/SUPPLIER PAYMENT SUMMARY

Subcontractor Name		
Address:		
City	State	
Owner's Facility:		
Owner's Contract/Purchase Order No:		
Description of Work:		
Subcontractor Invoice Number:		
Contractor: Dürr Systems, Inc.		
Contractor Invoice Number:	Contractor Invoice Date:	
The undersigned company (Subcontractor) has entered into portion of the Contractor's work under the Owner's contract improvements (Improvements) to the real property described Subcontractor's Invoice described above for work perform Contractor is requesting payment from the Owner for the Superformed by the Subcontractor. The Subcontractor decl Subcontractor's obligations to its subcontractors, suppliers, column entitled "Pay This Request" in the Subcontractor/Streference.	It (General Contract) with the Owner or Owner's above (Owner's Facility). The Subcontractor is need under the Subcontract. The Subcontractoubcontractor's Invoice described above, which in ares that all funds received from the Contract and laborers in connection with such Improver	s Agent to make physical requesting payment of the racknowledges that the racknowledges amounts for wor or will be applied to the ments, as set forth in the
(Deponent's Name)	I hat the attached Subcontractor/Supplier Paymer ctors, suppliers or laborers with whom the Subcontract in connection with the Improvements or the Sudue to each of them as set forth opposite their reduced to each of them as set forth opposite their reduced in the contract of the subcontract of the subcontract of the subcontract of the Improvement of the Subcontractor of the Improvement Summary; That the Subcontractor acknowledged is subcontractor of the contractor's Notarized of the subcontractor of the contractor's Invoice to the performance of the Subcontractor in this subcontractor in the subcontractor in the subcontractor in this subcontractor in this subcontractor in this subcontractor in the subcontractor i	nt Summary is a complete ntractor has contracted oubcontract and a complete names; That the amounts t/Purchase Order Number and/or any other facility a other than those set forthents other than the summoveledges that the Owner Sworn Statement and the Contractor; and That for covenants to indemnify court costs and legal fees Subcontractor's Notarized TATEMENT IS SUBJECT
Subcontractor Name:		
BY:		
(Deponent's Signature)	(Print/type Name & Title of Deponent)	
Subscribed, Sworn to and Acknowledged before me this Notary Public Name:		
(Print or Type)	(Signature)	
State of		
My Commission Expires:	,	

SUBCONTRACTOR'S-NOTARIZED SWORN STATEMENT SUBCONTRACTOR/SUPPLIER PAYMENT SUMMARY (ATTACHMENT)

PONENT DECLARES THAT AL	 L LABORER WAGES, FRINGE BEN S ATTACHED IF (DUE AND UNPAID)	IEFIT CON		_	REQUIRED BY LAW	Subcontract P	Purchase Order No urchase Order No		
1	2	1	3	4	5	6	7	8	9
Name of Subcontractor, Supplier, Laborer	Type of Improvement or Material Provided	% COMPLETE	Original Contract Amount	Total Amount of Contract Alterations To-Date	(Col. 3 + 4) Total Contract Value	Previously Paid Amount	Pay This Request	Total Retention Withheld	(5-6-7) Contract Balance (Includes Column 8)
								<u> </u>	
								 	
								 	
								_	
								+	
								+	1
		1						+	
								+	1
								+	+

TOTALS

PARTIAL UNCONDITIONAL WAIVER OF LIEN

Prime Contractor's N	ame:	Dürr Systems, Inc.			_
Prime Contractor's C	ontract/Pur	chase Order Number	:		_
Owner's/Lessee's Bus	iness Unit –	Name			_
Premises (Project) Loc	cation Name:				_
Address:					_
City, State Zip	o:				
Party Waiving Lien:	Name:				
	Address:				_
	Phone No:				_
Role (Check One):	Pri Ma	me Contractor aterialman chitect/Engineer	Construction Manager Laborer Other	Subcontractor Consultant	
Description of Work/Se	ervices Provi	ded:			
I/We have a contract	with:	Dürr Systems, Inc.			
The following informati	ion current as	s of:		(Cut-Off Date):	
Amount of Th	ract Amount lue of Chang iis Partial Pay Previously F	ges Not Included yment Paid (Excluding This Pa	\$\$ \$ artial Payment) \$\$		
above and the Total Alfor construction of the	mount Previo	ously Paid stated above ntified above as of the	ving Lien identified above, acknowle e as full consideration and satisfacti e Cut-Off Date listed above and, by hims or right of lien (asserted or una	on for furnishing material, labor / signing this Partial Waiver of	or services Lien, does
The undersigned cove of Lien shall be execut			requested by the Owner/Lessee to elementation.	effectuate this Partial Uncondition	onal Waive
AUTHORIZED PERSO	ON				
Signature					
Name (Print/1	Гуре)				
Capacity (Prin	nt/Type)		Date		

FULL, FINAL AND UNCONDITIONAL WAIVER AND RELEASE OF LIEN

Prime Contractor's N	Name:	
Prime Contractor's C	Contract/Purchase Order Number:	
Owner's/Lessee's Bus	siness Unit – Name	
Premises (Project) Loc	cation Name:	
Address:		
City, State Zi	ip:	
Party Waiving Lien:	Name:	
	Address:	
	Phone No:	
Role (Check One):	Prime Contractor Construction Manager Materialman Laborer	Subcontractor Consultant
	Materialman Laborer Other	Consultant
Description of Work/So	ervices Provided:	
I/we have a contract	with:	
Original	Final	
Contract Amount: \$	Contract	
γουπ ψ <u> </u>		
Amount of this	Total Paid Amount: \$	
rınaı rayınent. ş	Amount: \$(must equ	al Final Contract Amount)
work performed and la Unconditional Waiver	ng duly authorized by the Party Waiving Lien identified above ack abour and materials furnished for construction of the Project identified of Lien and Release, does hereby waive, surrender and release and the described Premises.	ied above and, by signing this Full, Final and
	enants that any and all documents, requested by the Owner/Lessee elease shall be executed on behalf of Party Waiving Lien identified a	
AUTHORIZED PERSO	ON	
Signature		
Name (Print/		
Capacity (Pri		
Date		
24.0		
Subscribed and sworn	n to before me, this day of,, a Notary	Public in and for the
	Signature (Notary Public) My Commission expires	
#1 Original - Records #2 Copy - Records of #3 Copy - Records of		

EXHIBIT D - INSURANCE

DÜRR SYSTEMS, INC. SUBCONTRACTOR INSURANCE REQUIREMENTS

Before Subcontractor performs any work or prepares or delivers material to the site of construction, the Subcontractor shall provide a Certificate of Insurance (COI) evidencing coverage in amounts not less than required by the specifications or as follows:

Subcontractors and their subcontractors and sub-suppliers, shall with respect to the work, maintain and pay for the following insurance coverage's with minimum limits in the respective amounts indicated. Unless otherwise specified by Contractor, the following requirements apply:

- (a) Commercial General Liability: Commercial General Liability insurance in any amounts required by the Contractor but with a single limit of liability for bodily injury and property damage of at least \$2,000,000 as protection against all risks of damage to or destruction of property, or bodily injury, sickness or disease "including death resulting at any time therefrom" of persons, wherever located, resulting from any act, omission or operation under the Purchase Order or in connection with the work. Such insurance will name the Project Owner (if applicable) and Dürr Systems, Inc. as additional insured's using forms CG2010 07 04 and form CG2037 07 04, be written on an occurrence basis and include contractual liability coverage specifically covering Subcontractor for liability loss, cost and damages, including attorneys' fees, assumed by Contractor under the provisions of any Purchase Order issued by Contractor to Subcontractor. Coverage will be primary and non-contributory.
- (b) Automobile Liability: Comprehensive automobile liability insurance, including property damage, covering all owned, non-owned, or rented motor vehicles used in connection with the work, with a single limit of liability for bodily injury and property damage of at least \$2,000,000.
- (c) Excess / Umbrella: Subcontractor can maintain excess / umbrella liability insurance on an occurrence basis for Difference in Limits (DIL) purposes for the underlying insurance described above (Employers Liability, Commercial General Liability, and Automobile Liability).
- (d) Worker's Compensation: Worker's Compensation (Part A) Statutory limits and Employers' Liability (Part B) with a limit of liability of at least \$1,000,000 per occurrence and any other insurance required by any employee benefit act or other statutes applicable where the work is to be performed. All such insurance shall be in amounts sufficient to protect the Subcontractor and its Subsubcontractors from any liability for bodily injury, sickness, or disease (including death resulting at any time therefrom) of any of their employees, including any liability which may arise by virtue of any statute or law in force or which may hereafter be enacted.
- (e) Professional Liability: Professional liability insurance with a \$3,000,000 limit for each claim and annual aggregate. Coverage will have a retroactive date prior to the beginning of the work and will have an extended reporting period of thirty-six (36) months after completion and acceptance of the work by Contractor or by Owner.

In addition to the above referenced coverage's, Subcontractor and its Sub-subcontractors and sub-suppliers, shall with respect to the work, assume responsibility to maintain insurance against damage or loss of its own materials, facilities, equipment, tools and similar items, and any other business coverage it deems necessary.

Submitted Certificates of Insurance (COI's) - See Attached Sample

- MUST evidence coverage in amounts not less than required by the Purchase Order or as identified in this Exhibit;
- MUST evidence that each Policy identified have a minimum thirty (30) days' written notice of cancellation or alteration;
- MUST include a waiver of subrogation in favor of Owner and/or Durr Systems, Inc.;
- MUST name Contractor, Contractor's Customer, Architect, Engineer, General Contractor, and the ultimate end user of Contractor's work, as additional insureds, as Contractor deems appropriate;
- MUST identify the Dürr Systems, Inc. Job Number and Purchase Order Number in the description of operations box on the COI; and
- MUST be submitted to:

Dürr Systems, Inc. 26801 Northwestern Highway Southfield, MI 48033-6251 Attn: **Purchasing Department**

Notes:

- (1) Commercial General Liability is required for any/all Subcontractors.
- (2) Excess/Umbrella Liability is required as an additional coverage layer when necessary to supplement the primary underlying liability policies in order to meet certain project minimum (project specific) coverage limits.
- (3) Auto Liability is required when Subcontractor vehicles will be used to transport goods or persons on behalf of the Contractor or are operated on Contractor or Owner premises for other than commute reasons.
- (4) Workers' Compensation required for any/all Subcontractors.
- (5) Professional Liability is required if Subcontractor will be providing professional services of any kind, such as design, engineering, or other professional consulting type services.

EXHIBIT E

UNIT PRICES AND MARK-UP

Labor Rates for Extra Work:

Unless the Agreement Between Owner and Contractor provides otherwise, labor rates include all charges for fees, layout, supervision and overhead (field and home office), general conditions items, labor, general expenses, transportation, taxes, insurance, profit, and other associated costs and charges for work-in-place. These unit prices will be applied to net increases or decreases in quantities of the same item. The submitted labor rates/unit prices shall not be subject to change for the duration of the Project except as required by any collective bargaining agreement or governmental requirement.

- 2. Unless the Agreement Between Owner and Contractor provides for different mark-ups, the Subcontractor shall be entitled to the following percentages for supervision, overhead, insurance and profit on changed work, as more particularly set forth in Article VII of the General Conditions:
 - a. For changed work by Sub-Subcontractors: Ten (10%) percent.
 - b. For changed work by Subcontractor's own forces: Ten (10%) percent.

PLEASE REFER TO ATTACHMENTS 1, 2, AND 3.

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ATTACHMENT 1 TO EXHIBIT E ALLOWABLE PRICING FORMAT FOR UNIT PRICE/ TIME & MATERIAL EXTRA WORK PAYMENT

INDEX

5.0

PRICING PREAMBLES

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1.0	General
2.0	Subcontractor's Site Staff, Supervision, and Site Establishment
3.0	Subcontractor's Labor
4.0	Subcontractor's Equipment

6.0 Sub-subcontracts

Subcontractor's Supplied Materials

SCHEDULES OF RATES

- 7.0 Subcontractor's Site Staff, Supervision, and Site Establishment
- 8.0 Subcontractor's Labor
- 9.0 Subcontractor's Equipment
- 10.0 Subcontractor Supplied Materials
- 11.0 Sub-subcontracts

PRICING PREAMBLES

1.0 GENERAL

- 1.1 The following clauses apply to work executed by the Subcontractor to be reimbursed at the rates and prices for establishment, staff, labor, equipment, and materials as defined in the following schedules.
- 1.2 The Subcontractor must price the schedules in the manner requested. No other reimbursement of cost for work executed will be accepted.
- 1.3 The rates and prices quoted will be to two decimal places and shall be considered firm and fixed for the duration of this Contract.
- 1.4 The rates and prices shall be, unless specifically stated otherwise here in, fully inclusive including, but not limited to, all payments relating to establishment, staff, labor, equipment and materials as defined here after and all fees, insurance's, taxes and all other disbursements or payments necessary for execution of the Subcontractor's work.
- 1.5 All rates and prices inserted in the following schedules shall be deemed to include for the Subcontractor's obligations and risk as may be defined or inferred within the Contract.

1.6 Payment of staff, labor, and equipment (including site establishment) shall only be made from the first instance that such staff, labor and equipment is productively employed in the execution of extra work over and above base scope unless specifically required and agreed by Dürr. Payment will cease at a time agreed by Dürr that all productive work has been completed.

1.7 Payment will only be made only on Dürr approved, additional work authorization (AWA) work. Subcontractors time sheet submission is not grounds for approved work.

2.0 <u>SUBCONTRACTOR'S SITE STAFF AND SUPERVISION</u>

The provision of the Subontractor's Site Staff, Supervision, and Site Establishment shall mean and Subcontractor shall include in his rates for:

- 2.1 Mobilization and demobilization to and from the job site including transportation, loading and unloading of accommodation, equipment and materials.
- 2.2 Preparation and hard standings for accommodation and all other required lay down areas and the clearing up and making good on completion (excluding labor which shall be reimbursed in accordance with the rates for Subcontractor's labor hereafter).
- 2.3 Erection and dismantling of buildings, the furnishing and fitting out thereof including all equipment, facility, utilities, and other systems as may be required for the proper administration of work and there connection to and disconnection from the various services (excluding labor which shall be reimbursed in accordance with the rates for Subcontractor's labor hereafter).
- 2.4 All accommodation rental and depreciation charges.
- 2.5 General expenses including, but not limited to: cleaning and running costs, telephone, telex and data fax costs, postal costs, stationery, office equipment rental, consumables and all like costs.
- 2.6 Permit and license costs.
- 2.7 Labor recruiting and advertising costs.
- 2.8 Expenses arising from visits to site by Subcontractor's home office personnel and all costs associated with their visits.
- 2.9 The Subcontractor's profit, finance and overheads.
- 2.10 Subcontractor's will quote daily rates (based on 24 hour provision) for each facility proposed, or other such rates as to be most beneficial to Dürr.
- 2.11 The provision of experienced and qualified staff and supervision as may be required to ensure efficient prosecution of work.
- 2.12 All costs in respect of salaries, wages, payments, allowances, payroll burdens and cost of personal transport made or provide to or in respect of all Site Staff and Supervision and mobilization, demobilization and all traveling (time and costs in respect thereof) of Site Staff and Supervision and contributions made and premiums paid by the Subcontractor in respect of payment for leave and statutory holidays, national and local insurance's, and all other insurance's specifically effected for execution of work, pensions and other contributory or non-contributory schemes and all other out goings for which the Subcontractor is liable in law to expend by reason of the employment, and cessation of employment, of personnel engaged for execution of work and all costs incurred by or as a result of providing such personnel.

2.13 Local domestic accommodation or lodging allowances, if applicable, shall be included in the rates in the schedules.

2.14 The Subcontractor's profit, finance and overheads.

3.0 SUBCONTRACTOR'S LABOR

The provision of the Subcontractor's Labor shall mean and Subcontractor shall allow in his rates for:

- 3.1 The provision of sufficient and properly experienced and qualified labor as may be required to ensure efficient prosecution of work.
- 3.2 All Costs in respect of salaries, wages, payments, allowances, and payroll burdens payable by the Subcontractor and including all out goings and expenses for transportation of personnel (time and costs in respect thereof) and contributions made and premiums paid by the Subcontractor in respect of Labor including holidays with pay and payment for statutory holidays, national and local insurance's and all other insurance's specifically effected for execution of work and all other out goings for which the Subcontractor is liable in law to expend by reason of the employment, and cessation of employment, of personnel engaged for the execution of work and all other costs incurred by or as a result of providing such personnel.
- 3.3 Mobilization and demobilization, travel, and lodging allowances or expenses (including for holiday periods).
- 3.4 Local domestic accommodation or lodging allowances, if applicable, shall be included in the rates for Per Diem, in the schedules.
- 3.5 Any payments/surcharge for working in unfavorable working conditions, inclement weather, flexibility of working methods, performance, working at heights, working in confined conditions and the like.
- 3.6 Provision of protective clothing including boots, spectacles, goggles, gloves, masks, aprons, ear plugs, leather welders gloves, welders caps, overalls, wellingtons, hard hats, over trousers, safety harnesses and the like.
- 3.7 The provision, use, waste, losses and removal of all small tools including any maintenance and repair in accordance with Exhibit E Attachment.
- 3.8 Compliance with all local and national regulations in respect of health and safety.
- 3.9 Compliance with all local, national and union labor agreements.
- 3.10 The provision of all consumable supplies required for execution of work in accordance with Exhibit E Attachment.
- 3.11 Welder Qualification and other statutory tests required for execution of work.
- 3.12 Safety and drug testing induction indoctrination.
- 3.13 The Subcontractor's profit, finance and overheads.
- 3.14 No payment will be made for meal breaks.
- 3.15 The Subcontractor will be required to complete the Schedule of Labor Rates in the formats included hereafter.

3.16 Subcontractor shall include all crafts and grades of Labor to be used in the execution of work for whom a charge will be made against Dürr. Overtime and shift work payments shall be subject to prior approval of Dürr.

- 3.17 The hourly rates entered by the Subcontractor will only apply to expended hours certified by Dürr.
- 3.18 The provision and use for his own purpose, Quick Fix/Buck scaffolding platforms (to a maximum allowable two buck height).
- 3.19 Subcontractor's rate shall include for all worker break areas, toilet facilities, self generated debris clean up, and debris removal from the work area and site.

4.0 SUBCONTRACTOR'S EQUIPMENT

- 4.1 Subcontractor shall submit a rate schedule for all Subcontractor owned equipment proposed for use in connection with the execution of the Subcontractor's work scope.
- 4.2 The rates listed in this schedule shall be Daily Rates or other such rates as to be most beneficial to Dürr and shall be inclusive of consumables, maintenance, repairs, depreciation, insurance's, transporting to and from the site and all costs incurred by or as a result of providing such equipment but exclusive of operators charges, which will be reimbursed in accordance with the schedules for labor rates.
- 4.3 The Daily Rate for equipment shall mean a twenty-four (24) hour period and would apply irrespective of whether such Plant and Equipment work is done on one or more shifts.
- 4.4 Equipment rented by Subcontractor for use in connection with the Subcontractor's work scope shall be reimbursed at net invoice cost plus the Subcontractor's percentage mark-up as defined in the owners or contractors allowable schedule. Application of the percentage mark-up shall be deemed to include all costs incurred by Subcontractor in connection with the rental of such equipment.
- 4.5 Construction equipment obtained or furnished by Subcontractor to be used in the Work shall be in first-class operating condition, meet this job site requirements for plant facility protection (diapers, white tires, etc.) and be safe and fit for the uses for which intended and suitable for the safe, legal and efficient performance of the Work.
- 4.6 Equipment not being employed on the Work due to breakdown or which has been put off-hire but not yet removed from the Site shall not be reimbursed by Dürr.
- 4.7 Fuel for Subcontractor's equipment employed on the job site shall be provided by the Subcontractor.

5.0 SUBCONTRACTOR SUPPLIED MATERIALS

- 5.1 All materials purchased by the Subcontractor at the specific request of Dürr shall be reimbursed at the net cost of the suppliers invoice plus the Subcontractor's percentage mark-up as defined in the owners or contractors allowable schedule.
- 5.2 Application of the Subcontractor's percentage mark-up shall be deemed to include all charges, out goings, and expenses incurred by the Subcontractor in connection with the purchase of such materials and shall be applied after the deduction of all trade discounts, allowances and cash discounts available and before the addition of sales or other taxes.

5.3 All Purchases by Subcontractor under these provisions shall be made in accordance with generally accepted purchasing practices and ethics. Subcontractor shall provide quotations for Approvals by Dürr prior to any purchase above \$500.00.

6.0 SUB-SUBCONTRACTS

- 6.1 Subcontractor shall obtain the Approval of Dürr prior to entering into a sub-subcontract.
- 6.2 All services supplied by the sub-subcontractor to the Subcontractor shall be reimbursed a the agreed net cost of the sub-subcontractor's invoice plus the Subcontractor's percentage mark-up as defined in the owners or contractors allowable schedule.
- The application of the Subcontractor's percentage shall be deemed to cover all charges, out goings, expenses handling, profit and all other liabilities and obligations incurred by the Subcontractor and shall be applied after deductions of all trade discounts, allowances and cash discounts available and before the addition of sales or other taxes.

SCHEDULE OF RATES

The positions below are generic. Bidder is to change as necessary to fit his scope of work and organization.

7.0 SUBCONTRACTOR'S SITE STAFF, SUPERVISION, AND SITE REQUIREMENTS

7.1 Contractor shall provide the hourly rates for the positions listed below on the owners "Hourly Field Labor" rate sheet. One Labor Rate sheet shall be submitted for each position the subcontractor has intention of billing prior to that position performing any work, and prior to the subcontractor's acceptance of an order.

POSITION

Site Manager
Superintendent
Supervisor
General Foreman
Craft Foreman
QA Engineer
Safety Engineer
Planning Engineer
Cost Engineer
Timekeeper
Secretary
Clerk

Subcontractor shall indicate below the period(s) when the overtime rates provided here before are to take effect:

- 7.2 Subcontractor shall further list disciplines and rates which Subcontractor considers may be required.
- 7.3 Subcontractor shall separately list his rates for other shift patterns if different from those above.
- 7.4 It is intended that any per diem will apply only to worked days, and the per diem value (if applicable) is included in the rate overhead.

The positions below are generic. Bidder is to change as necessary to fit his scope of work and organization.

8.0 SUBCONTRACTOR'S LABOR

8.1 Subcontractor shall provide the hourly rates for the positions listed below on the owners "Hourly Field Labor" rate sheet. One Labor Rate sheet shall be submitted for each position performing any work, and prior to that subcontractor's acceptance of an order.

POSITION

Pipefitter Boilermaker Boilermaker Welder Pipe Welder Coded Welder Rigger Millwright Ironworker Sheetmetal Worker Hydroblaster Insulator Painter Carpenter Scaffolder Electrician Craft Helper Laborer

Crane Operator

Subcontractor shall indicate below the period (s) when the overtime rates provided here before are to take effect:

- 8.2 Subcontractor shall further list crafts/grades and rates which Subcontractor considers may be required.
- 8.3 Subcontractor shall separately list his rates for other shift patterns if different from those in the form.
- 8.4 It is intended that any per diem will only apply to worked days and the per diem value (if applicable) is included in the rate overhead.

9.0 SUBCONTRACTOR'S EQUIPMENT

- 9.1 Subcontractor shall include here after its schedule of owned construction equipment which Subcontractor considers may be required for execution of the work.
- 9.2 The percentage addition as shown in the Labor Rate sheet, will be added to the net cost of rented equipment after the deduction of all trade discounts, allowances and cash discounts.
- 9.3 The percent shall include for all overheads, profit and all other charges, liabilities and obligations.
- 9.4 Payment for equipment at the applicable rates shall only apply to the period equipment is on site and authorized by Dürr to be so.

10.0 SUBCONTRACTOR SUPPLIED MATERIALS

10.1 The percentage addition, as shown on the Labor Rate sheet, will be added to the net cost of materials after the deduction of all trade discounts, allowances, and cash discounts.

10.2 The percentage shall include for all overheads, profit, and all other charges, liabilities and obligations.

11.0 SUB-SUBCONTRACTS

- 11.1 Subcontractor shall be allowed the percentage addition as shown on the Labor Rate sheet to the net cost of subcontracts after the deduction of all trade discounts, allowances and cash discounts.
- 11.2 The percentage shall include for all overheads, profit, and all other charges, liabilities and obligations.

	HOURLY RATE			TE(Labor Rate Brea EAKDOWN		
GEOGRAP	HIC/LOCAL AREA/PROJECT					
CRAFT DE	SCRIPTION					
PERIOD						
NATIONAL	MAINTENANCE AGREEMENT?	YES	NO			
				STRAIGHT	TIME AND	DOUBLE
14/4 050				TIME	ONE HALF	TIME
WAGES:	DACE WACE					
1	BASE WAGE					
2	VACATION & HOLIDAYS					
2	PASEWACETOTAL (LINES 1 . 3	2)				
3	BASE WAGE TOTAL (LINES 1 + 2	2)				
FRINGES:						
4	HEALTH & WELFARE					
5	PENSION PENSION					
6	APPRENTICESHIP FUND					
7	INDUSTRIAL ADVANCEMENT FU	JND				
8	TRAVEL					
9	S.U.B.					
10	BUILDING TRADES FUND					
11	DUES					
12	5020					
13						
14	FRINGE TOTAL (LINES 4 THRU 1:	3)				
	11	-				
15	GROSS WAGE (LINES 3 + 14)					
BURDEN (%OF LINE 3)					
16	FICA		%			
17	FEDERAL UNEMPLOYMENT		%			
18	STATE EMPLOYMENT		%			
19	STATE BUSINESS TAX		%			
20	WORKMANS COMP. INSUR.		%		*	*
21	PUBLIC LIABILITY INSUR.		%			
22	PUBLIC PROPERTY INSURANC	E	%			
23			%			
			,,,			
24	BURDEN TOTAL (LINES 16 THRU	J 23)				
	CONSUMABLES/SMALL TOOLS					
25	(% OF LINE 15)		%		*	*
26	BURDEN & TOOLS (LINES 24 + 2	25)				
27	TOTAL WAGE (LINES 15 + 26)					
28	O H & D (% OE I INE 15)		%		*	*
40	O.H. & P (% OF LINE 15)		70			
TOTAL D	LINC DATE (LINE 27 - 22)					
IOTAL BIL	LING RATE (LINE 27 + 28)					

ATTACHMENT 3 TO EXHIBIT E (Small Tools Attachment)

SMALL TOOLS AND CONSUMABLES

The following lists are indicative of small tools and consumables that are to be included, without limitation, in the Contractor's rate and prices. In addition, any tool with a current replacement value less than \$1,000.00 shall also be considered a small tool and deemed included in the Contractor's rates and prices.

REPRESENTATIVE SMALL TOOLS (Not all inclusive)

Adapter, bench punchlok

Agitators - paint spray

Air mover

Airline oilers

Allen wrench

Ammeters

Amprobe

Anvils

Arbors (for hole saws)

Augers

Awls

Axes

Bag tying tools

Banding machine (for packaging)

Banding tool

Barrel pins

Bars - nail, crow, pinch wrecking

Battery tester

Beader and crimper - hand

Bearing scraper

Benders - hand, mechanical, hydraulic

Bevelers - conduit, pipe

Beveling machines

Binder, load

Blenders - electric, hand

Blocks - rubbing, snatch, tackle, wirerope

Blowers - aid

Bobs - plumbing

Bolt cutters

Brace (hand drilling)

Brake - sheet metal

Brand

Bricks – rubbing

Buggies - concrete-not power

Bull pens

Burners - prestolite, weed, lead

Buzzer test sets - phone sets

C-clamps

Cable – clips, electric (temp), welding, wire rope

Cable Splicer (wire rope only)

Cadwell mold

Calipers

Cant hook

Car mover (hand-type)

Carriers - timber

Carts - bottle, hand, warehouse

Caulking - irons, guns

Cement joining/finishing tools

Cement throwels (hand)

Chain (except permanent material)

Chain falls

Chain tongs

Chalk - line, marking

Chipping guns

Chipping hammer - hand, air, electric

Chisels – air and hand (all types)

Choker slings

Chucks

Clamping tool, hose

Clamps - pipe lineup, welding, wood, etc.

Clay digger (air driven)

Clay spades (air driven)

Clippers - inside and outside

Come-alongs

Compactors - air, hand, gas

Concrete floats (hand)

Conveyors - non-powered

Coupon tester

Creeper - mechanic's

Crimpers

Cutter – belt, gauge, glass, metal, pins, rolls (pipe cutters), weed, gasket, bolt, tubing, wire, etc.

Cutting rigs

Demolition hammers

Dial test indicators

Die heads

Die holders - pipe, bolt

Die nuts

Dies - numerical, alphabetical

Digger, posthole

Dividers

Dollies (hand)

Dolly - rivet, timber, other

Drift pins

Drill - hand, electric, air, magnetic

Drill sleeves

Drill stand

Drum pumps

Edgers and groovers (concrete)

Electric – extension cords, welding cable, welding leads, wire (temp.), fixtures (temp.), fittings (temp.)

Electrode holders

Embossina tools

Etching tool

Extensions (wrench)

Extinguishers – fire (hand held, temp.)

Extractors - screw, pipe, pin

Fans – all temp.

Fastener guns

Files (for sharpening and cleaning)

Files - iron, rasp, steel, wood

Finishing machine, concrete

Fire pots

Fish tapes

Flaring tools, tubing

Flatters, blacksmith

Floats - bull

Floats – concrete finishing

Forges - blacksmith

Forks - hay, coke, all types

Fuel and oil – for all vehicles or other equipment.

Fullers, blacksmith

Furnaces - lead, rivet

Gas – includes all welding gases, oxygen, acetylene, argon, CO2, LP gas, nitrogen and all other welding, purging and testing gases.

Gasket cutter

Gauges - pressure, screw, hole, paint, dial, drill, feeler, wire, tire, thread, center

Glass cutters

Gloves – welding, high voltage, leather, rubber, etc.

Gouges, arc

Grinders - air, electric-pencil, straight, angle, bench

Grips - cable, wire

Guns - grease, caulking, nailing, air, ramset types

Hacksaw frame

Hammer - hand-claw, sealing, ball peen, sledge, electric or pneumatic roto

Hammers -pneumatic, electric

Hand saw

Hardness tester

Hatchets

Hats – Safety (accessories for safety hats), rain, hard, etc.

Heat gun for shrink sleeves

Heaters - oil, gas, electric

Helmets – welders

Hoists - all

Holesaws

Hooks – packing, timber, cant, plate, grab, sling, plumber, chain, hoist, etc.

Hopper – concrete collection

Hydrometer – storage battery

Impacts – air, electric, all sizes

Indicators - speed, dial

Instruments – for testing (volatile gases ,oxygen content, etc.)

Insulation bander

Insulation crimper and bender

Insulation lock former

Insulation roller

Insulation shear

Iron – soldering, yarning, caulking, etc.

Jackhammer

Jacks - hydraulic, screw, porta-power, automotive, flange, cable, real, line-up, etc.

Jig saws

Jitter bugs (for concrete)

Knives - draw, putty, linoleum, hand, etc.

Knockout punches

Ladders - all portable

Lathes - conduit

Lead pots and ladles

Letters/numbers - steel marking

Levels, all

Line-up clamps

Machines, numbering

Mallets

Mandrel for hole saw

Manhole guards - patented

Mauls

Megaphones - powered

Meggers (testing)

Micrometers

Mixer

Mortar box

Mover (hand type)

Nibblers - hand, electric

Nippers

Oilers, line

Ovens - dry rod

Paint guns

Patterns - pipe layout

Paving breakers

Picks

Pig tails

Pike poles - lineman

Pins - barrel, chaining, doweling, drift, flange, line-up, spreader tie, structural steel, taper

Pipe rollers

Pipe stands

Pipe threading machines

Pipe tools - cutter wheels, dies

Planers – carpenter

Pliers

Plumb bobs

Points - trammel

Poles - pipe

Pots - fire, lead, tar

Pullers - nail, wire, wheel, coupling

Pumps (water - 3" and smaller)

Pumps - hand, barrel

Rakes - asphalt, garden

Rams, hydraulic

Rasps - wood

Ratchets

Reamer - pipe, spiral flute, structural, taper

Reels - tie wire

Regulators and gauges – welding, cutting, purging, testing, oxygen, acetylene, nitrogen, etc.

Rivet sets

Rivets - guns, buster, bucket and tongs

Rods - line, level

Roto hammers

Runner, lead joint

Safety harnesses

Sandblast unit (portable up to 2 sack)

Sanders - electric, portable

Saw horses - steel

Saws – hand and power (portable)

Saws, shop

Scales - architects, engineers, weight

Scoops - gravel, sand, hand

Representative Small Tools (cont'd)

Scrappers -all

Screwdrivers - hand, power

Scribers

Scythes

Shackles (from ½" to 1" pin)

Shafts - power mule

Shears - sheetmetal

Sheaves – wood, iron

Sheetmetal breaks

Shovels

Sidecutters

Sirens and horns

Sleeves - drill

Slings – canvass, nylon, rope, wire rope, etc.

Snips, tin

Sockets - ratchet, impact, (all)

Soldering irons

Spades

Spikes – marlin

Spoons – digging

Spreaders

Springs - banding

Squares

Staplers - carpenter

Stencils – all

Step - crews

Stock, pipe, bolt, threading

Stocks, pipe die

Straightedge

Strapping tools

Strippers, wire

Surveyors equipment - rods, chains

Tachometers

Tampers, pneumatic, hand, air, gas, electric

Tap drills

Tapes - measuring

Taps and tap holders

Targets - engineering

Telephone hand sets

Testers - battery, anti-freeze

Threaders - bolt, pipe, electric, hand

Tinsnips

Tire pumps

Tongs

Torches – cutting, blow, gas, welding, heating, oxygen/acetylene, cutting, etc.

Transits

Trolleys

Trowels

Trucks - elephant, rubber

Trucks, hand

Tugger, air

Turnbuckles

Twister, wire

Umbrellas - equipment, welders, construction

Vacuum cleaner

Vibrator - concrete-air/electric/hand

Vises – mach., tripod, bench, etc.

Volt-ohm-meter

Welding equipment - torches, regulators, gauges

Welding supplies - electrode holders, leads, cables, connectors, gloves, hoods, goggles, lighters, flints, jackets,

sleeves, body protectors, wrenches for bottles

Wheelbarrows

Winches - hand, crab

Wire twister

Wrap - arounds

Wrecking bars

Wrenches – adjustable, pipe, socket, structural, allen, spud, crescent, ratchet, etc.

The following list is indicative of items to be considered as consumables. Additional items are consumed in the performance of work and therefore do not remain as part of the permanent structures shall also be considered as consumables. The Contractor's rates and prices shall include the cost of provide consumables.

REPRESENTATIVE CONSUMABLES LIST (Not all inclusive)

Abrasive - all kinds

Acid - used in construction

Adapters – drills, wire wheels, regulators, oxygen, fire hose, etc.

Air hose and couplings

Alarms

Anti-freeze (construction equipment)

Arbors (for hole saws)

Backing pads (elec. sanders)

Badges - identification

Bags – bolt, burlap, canvas, cotton, eng. stake, paper, welding rod

Baking soda

Bands - rubber, safety helmet, sweat, packaging

Barrel pins

Barrels - waste, water

Barricades - personnel

Batteries - automotive, equipment, flashlight, radio, water

Belting and dressing

Belts - fan and other (const. equip.)

Belts - safety

Benches

Bits – auger, concrete, metal, wood, etc.

Blackboards

Blades - band saw, brick, circular saw, combination, cut-off saw, cutting, hacksaw, power saw, ripsaw, jig saw,

hole saw, etc.

Blankets - electricians, rubber, weldshield

Body repairs - construction equipment

Bolt cutter jaws

Bolts - machine, stove

Boots, rubber

Bottles

Boxes - mortar, record storage, tools, misc.

Brads

Brake - fluid, linings

Brass - employee identification

Bricks - rubbing

Brooms - all

Brushes – cleaning, generator, marking, paint, scrub, starters, wire, compound, for electric tool motors, etc.

Bucket - cement, tar, tool, water

Bulbs - electric, flashlight, const. equip

Bull pens

Bull points

Burlap - material, sacks

Buttons, form tie

Cable – clips, electric (temp), welding, wire rope

Can - gasoline, measuring, oil, storage, water, catch, riveter

Caps - safety

Carbide

Carborundum - blocks, wheels, stones, blades

Cartridges - grease, stud gun, oil filter, respirator

Casite

Casters

Chain (except permanent material)

Chalk - line, marking

Chamois

Chisels – air and hand (all types)

Choker slings

Clamps - "C" form, cable, ends, hose, etc.

Cleaner - hand compound, welding tip

Cleaning material - brooms, fluid, hand, mops, motor, cleanser

Cleansers (excluding solvents)

Clips - cable, wire, wire rope

Cloth – alozite, cotton, crocus, drop, emery, straining, hardware

Coal and coke

Coats - rain

Coils (constr. equip.)

Collet - inert welding

Compound - threading, brazing, sweeping, cleaning

Computer supplies - cards, paper, misc.

Connection – acetylene, alemite, oxygen

Coolers - water

Cord, mason

Cord - electric, extension, fish, fittings, masons, sash, wire

Cork - floats

Corks

Crayons, marking

Crystals - gauge glass

Cups, drinking, heliarc, plastic, paper, porcelain

Cutter - belt, gauge, glass, metal, pins, rolls (pipe cutters), weed, gasket, bolt, tubing, wire, etc.

Cylinders – prestolite

Dampers - stove pipe

Demolition point

Detectors - leak

Diapers - equipment

Diaphragms - pump

Die nuts

Dies – bolt, pipe, replacement segments, segments, threading, etc.

Dies - numerical, alphabetical

Dippers

Discs - cutting, grinding, polishing, sanding, abrasive, etc

Disinfectants

Dispensers – paper clip, paper towel, salt tablet soap, tissue, toilet paper, etc.

Ditch bank blades

Dresser - wheel

Drift pins

Drills - shank, twist, masonry, etc.

Drop cloth

Drum faucets

Dry cell batteries

Duplicating machine supplies

Dusters

Dye check – penetrate, cleaner, developer

Ear muffs

Ear plugs

Electric – extension cords, welding cable, welding leads, wire (temp.), fixture (temp.), fixture (temp.)

Electrodes

Ells - stove pipe

Emery paper, cloth

Engineering supplies

Erasers

Excelsion

Extinguishers – fire (hand held, temp.)

Face shields - all

Fans – all temp.

Fasteners – corrugated

Faucets - oil drums, water barrel

Ferrules - hose

Files (for sharpening and cleaning)

Files - iron, rasp, steel, wood

Filters, auto, equipment, packs, respirator, trucks

Finishing machine blades

Fire extinguishers - all temp., refills, charges

Fire protection blankets

First aid – kits, supplies

Fish tapes

Fittings - alemite, hose

Flagging

Flags - caution, safety, danger

Flanges, stove pipe

Flares - all

Flashlights

Flints - welding torch lighter

Floodlights

Flux - welding

Funnels

Fuses – electric

Gas masks and parts

Gasket - air hose, coupling and hose

Gauges - pressure, screw, hole, paint, dial, drill, feeler, wire, tire, thread, center

Glass - goggles, hoods, masks

Glasses, safety (special)

Globes - flashlights, lanterns, temp lighting

Gloves - welding, high voltage, leather, rubber, etc.

Goggles - lenses, safety, welder

Graphite

Grease

Grinding compound

Grinding rocks and wheels (excludes diamond)

Guards – foot, toe, shin, etc.

Hacksaw blades

Handles - all

Hard hats – assemblies, liners, sandblasting, sweatbands

Hardware cloth

Hasps – hinges, safety

Headlamps

Heli-arc parts

Helmet - safety

Helmets - welders

Hinges – butt, strap

Hoes – garden, mortar

Holders - electrode, tissue, cup, etc.

Holders – tie wire

Hole saw blades

Holesaws

Hoods - glass, grinding, sandblast, welders

Hook and jaws for wrenches

Horns - signal

Hose – air, discharge, garden, gas, hydraulic, paint, sandblast, suction, water

Hose - clamps, couplings, connectors

Hub caps

Hydrated lime (used in temporary toilets)

Ice - all, boxes, tongs, picks

Ignition points

Ink

Insecticides

Janitorial supplies

Jaws - pipe and bolt cutters, vises, wrench

Keel

Kegs - fuel, water

Kerosene

Keys (for chucks and padlocks)

Keys - master, cotter

Kit - first aid

Knee pads

Knives - draw, putty, linoleum, hand, etc

Ladles (lead)

Lamps - flashlight, bulbs, temp. lighting

Lanterns

Lanyard - nylon

Lard oil

Latches - reverse

Lenses – goggle, shield, welder hoods, safety glasses

Letters/numbers - steel marking

Light bulbs - all

Lighters – flints, welders

Linseed oil (other than for paint)

Line - cable, chalk, mason

Liners - hard hats, welder hoods, sandblast hoods

Link chain replacement

Locks - door gangbox, temp. const. use, tool box

Lumber

Lugs – cable, solder, welding leads

Magnets

Mailing supplies

Mantles, lantern

Masks – gas, paper etc.

Masonry drills

Matches

Measures - tin

Medical – kits, medicines, supplies

Menders - hose

Mirrors – inspection, vehicle, equipment

Mops - buckets, head, stick, wringer

Mortar box

Nails, screws and other fixings

Needles - acetylene

Nipples – hose (used at tool house)

Nozzles - caulking gun, cutting, spray, paint, sandblast, water

Numbers -(0-9) stencil

Nuts - cone (for various size and rods)

Office supplies

Oil – cutting, filters, hydraulic, lubricating (vehicles and equip.), pipe cutting, thread cutting

Oil cans

Packing (constr. equip.)

Padlocks and keys

Pails - buckets, can, water

Paint – pots, scrapers, brushes, sticks, for marking

Pan - dust

Paper - clips, computer, emery, kraft, for protection of mail, sisakraft, toilet, towels, water soluble, wrapping, for

office use Paste, solder

Patterns - pipe layout

Pencils and pens

Penetrating oil

Pig tails

Pins – barrel, chaining, doweling, drift, flange, line-up, spreader tie, structural steel, taper

Pipe tools - cutter wheels, dies

Plugs - electrical (const. use)

Plugs, plumbers

Points – bull, moil

Polish - furniture, vehicle

Polyethylene, visqueen

Postage, home or field office

Powder – for fire extinguishers in const. use

Preservatives

Pulleys, awning

Pumice

Punches – letter/number, hand, knockout, center, table, pins, and dies for whitney, hole paper, sets

Radiator sealer

Rags - wiping

Rasps - wood

Razor blades

Receptacles - electrical (for const. use), waste

Reels - tie wire

Refills - fire extinguishers

Reproduction supplies

Respirators and filter pads

Rollers - dollies, paint, pipe, tube, wood

Rope – fiber, jute, manila, plastic, nylon, sisal, wire, etc.

Rules - folding, roll, tape

Safety – belt, glasses (all), materials, shoes, signs

barricades, flagging, supplies, hats, goggles

Salamanders - temp. const.

Salt tablets and dispensers

Sand - screen

Sandpaper

Sash cord - construction

Scales - architects, engineers, weight

Scrappers - all

Screens – filter, sand, gravel, etc.

Screws - cap, lag, cotter key, wood

Shafting – steel (used at tool's house)

Sharpening stones

Sheeting – plastic, temp. const.

Shields - face, grinder

Shims - temp. const., wood

Sight-savers – lens cleaning solution

Signs – job, safety, warning, etc.

Sleeves - welding

Soaps

Soapstone

Sodium cyanide

Solder

Solvents

Space heaters

Spark plugs

Sponges – all types

Spray cans

Sprays, insect

Springs - bearing retainer, const. equip., for electrodes holders

Sprinklers - cure concrete

Stakes - surveyor

Stamps - mailing

Staplers - all

Star drills

Steel - air tool, wedges, wool, key stock and sheet used in warehouse

Stencils - all

Stock, pipe, bolt, threading

Stones - sharpening, grinding, rubbing, carborundum, etc.

Stove pipe

Straps - goggles, hard hats, etc.

Stretchers – first aid

String – all

Supplies - cleaning, engineering, office, warehouse, first aid, janitorial, washroom

Swatters

Sweatbands

Tablets, salt

Tacks

Tags - linen, metal, rebar

Tap drills

Tape – fish, gun, scotch, water soluble, heat resistant, friction, rubber

Tapes - measuring

Taps and dies - pipe, bolt

Taps and tap holders

Tarpaulins - canvass, plastic, cloth

Teeth and bolt - equip. buckets

Thermometers – temp.

Thimbles - rope, wire

Threading oil

Thumb tacks

Tip cleaners

Tips - friction, renewal, welding, cutting

Tire and tube repair

Tire chains and wraps

Tires - for wheelbarrows

Toilet tissue

Tool boxes or parts for making same

Torches – all types including highway flares

Towels - all

Trammel points

Trowels

Tubes - florescent (temp. const. use), mailing, rollers

Tubs - metal, plastic, wood

Turpentine

Twine

Umbrellas – equipment, welders, construction

Warning signs

Wash room and janitorial supplies

Washer – air hose

Washing powders

Waste containers

Water - containers, distilled, drinking, hose (for equip.)

Water bottle holder

Water, bottled

Wedges - steel and wood for temp. const. use

Welding rod

Wheels - grinding, cutting

Whet stone

Winch line

Windex – glass cleaner

Windshield - blades, wipers

Wiping - rags

Wire - black annealed

Wrap - arounds

EXHIBIT F

SPECIAL CONDITIONS

The Work shall be performed subject to, and in strict accordance with, the Special Conditions, that are applicable to the relevant, corresponding Purchase Order.

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EXHIBIT G

SAFETY REQUIREMENTS

ALL OWNERS REQUIRED SAFETY REQUIREMENTS SHALL BE ENFORCED IN ADDITION TO THE FOLLOWING DURR SAFETY REQUIREMENTS.

OCCUPATIONAL SAFETY - HEALTH STANDARDS:

The Subcontractor shall take all necessary safety precautions with respect to the Work, shall comply with all safety measures initiated by Contractor or Owner and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property whether now in effect or implemented hereafter. The Subcontractor shall be responsible for the enforcement of the provision of this document with respect to all employees of Sub-Subcontractors and shall require such Sub-Subcontractors to use all necessary efforts to abide by the terms hereof.

At its expense, Subcontractor agrees:

- 1) To participate and cause all Sub-Subcontractors to participate in any safety programs developed and instituted by the Contractor.
- 2) To fully cooperate with all safety and regulatory officials in connection with all inspections made by any such officials.
- 3) To allow Contractor to correct violations and to irrevocably decide whether Subcontractor should, in the case of a particular violation, abate, correct or contest the same, if the particular violation endangers the progress of the Work.
- 4) Participate in the Contractor safety program by establishing a single point of contact for safety related items. The safety representative's sole function is safety management of the subcontractor's employees and work activities and must have full jurisdiction to do what is necessary to ensure safety compliance. If there are (19) or fewer employees, the supervisor can fill this position given that they are OSHA 30 qualified. The sub-contractor shall provide a full-time dedicated safety representative when subcontractor reaches twenty (20) or more employees on the project. For each additional (30) employees, after the initial (20), the subcontractor shall provide and additional dedicated safety representative.

SAFETY:

The Subcontractor shall:

- Promote safe working practices on the part of its employees and the employees of its Sub-Subcontractors. Employees who exhibit a poor attitude toward safe work practices or procedures will be removed from the Project Site.
- 2) Be responsible for recording and reporting injuries, incidents, work related illnesses, chemical spills, and near-misses in accordance with regulations, procedures and rules.
- 3) Inform all its employees of the location and use of fire extinguishers, rescue equipment, first aid equipment, etc.
- 4) Instruct all employees in the use and care of personal protective equipment.

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5) Require all workers having access to the Project Site to contact the Contractor to be informed of the Project Site policy on safety. Upon request from the Contractor, workers shall attend an information session on matters of safety.

- 6) Require all workers to wear Hardhats, eye protection, proper industrial footwear, and approved clothing as well as any other personal safety equipment required by the safety program or as required by work activities and areas while on the Project Site.
- 7) Inspect the Project Site to detect and correct all hazardous conditions and unsafe working procedures.
- 8) Immediately report to Contractor the name of any employee discharged or disciplined for violation of safety rules and deliver to Contractor a written report within 24 hours of such discharge or discipline.
- 9) Notify Contractor immediately of an accident or injury.
- 10) Report any fire immediately to Contractor.
- 11) Immediately report any property loss to Contractor.
- 12) Not disturb or modify the accident site when a fatality occurs until an inspector arrives.
- 13) In the event of an on-site emergency, immediately account for all employees and report to Contractor.
- 14) Investigate all incidents and submit a detailed written investigative report to Contractor within 24 hours following an incident or sooner if requested by the Contractor.

HAZARDOUS MATERIALS:

- Hazardous materials are those that contain chemical compounds that the Federal and/or State Government have determined can be harmful or hazardous to human health from breathing, touching, exposure to or by any other means. In addition, such materials have properties that might contaminate sewers, storm drains, steams, or landfills.
- 2) The record keeping and disposal of hazardous materials is mandated by the Federal and State Governments. The Owner is held responsible by Federal and State Government for any of these materials located at its facilities. When requested, the Owner must have documentation that these materials have been stored or disposed of properly.
- 3) For the Owner to comply with these governmental regulations, the Subcontractor must furnish, upon request, data for hazardous materials used in the course of the Work and shall update the list as necessary. The Subcontractor must immediately report any spill or any type of environmental contamination involving hazardous materials to the Contractor and the Owner. Subcontractor will be fully responsible for the storage, transportation and disposal of hazardous material transported to and from the Project Site and shall indemnify the Owner and/or Contractor from any cost or expense arising out of the clean up and disposal of hazardous and critical material and any of the contaminated material involved in the spill.

4) Upon request, the Subcontractor must provide documentation that the Subcontractor has disposed of any unused or scrap materials in the manner prescribed for compliance with all disposal regulations.

- 5) The Subcontractor's responsibility includes compliance with regulations pertaining to the transportation, handling, use, storage and disposal of all hazardous and critical material used in connection with the Work.
- 6) The Subcontractor shall furnish to the Owner and Contractor, upon written request, sample items being installed for laboratory analysis to verify the items are free from contamination. Similar items shall be coded for identification at a later date.
- 7) The use of polychlorinated biphenyls or high polyphenyls in any product is prohibited (i.e., as a dielectric fill in power factor correction capacitors, surge protection capacitors, capacitors in lighting fixtures, transformer coolants, etc.) Subcontractor shall have included in its bid proposal, the p.c.b. substitutes the Subcontractor proposes to use as a fill in the above equipment. The p.c.b. substitutes shall be approved by Contractor before ordering.
- 8) All hazardous material containers must be located outside of building and trailers in an approved designated area and in approved properly labeled safety container.

ENVIRONMENTAL PROTECTION:

- 1) The Subcontractor shall be responsible for compliance with all applicable environmental protection requirements, codes and regulations regarding the Work.
- 2) Subcontractor shall recognize the environmental requirements of the Project. Disturbed areas shall be strictly limited to boundaries established by the Contractor. Particular attention is drawn to the preservation of specific trees and other growth and to the avoidance of any pollution of any "on-site" streams, sewers, wells, or other water sources.
- 3) No burning shall be permitted and all work shall be performed in such a manner as may be required to avoid pollution of the air by dust or other contaminants and also to control noise.
- 4) Subcontractor shall use reasonable efforts to prevent erosion of soil during the construction period. It shall construct temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover as needed to control conditions.
- 5) All solid waste materials and other materials to be removed from the Project Site shall be legally disposed of by Subcontractor by transporting to disposal areas that are approved by local authorities.
- 6) The Subcontractor shall have means or establish provisions to contain and clean-up spills as a result of such occurrences as a result of contract activities.
- 7) Subcontractor shall not release any materials onto the ground or into storm sewer system without approval from Contractor or Owner.
- 8) Secondary containment shall be provided for: raw material chemicals; fuels and oils; liquid and solid industrial and hazardous wastes.
- 9) The Subcontractor shall consult with Contractor to determine the acceptable sound levels associated with performance of the Work.

BARRICADES AND GUARD RAILINGS:

Subcontractor shall provide, erect, maintain, dismantle, and remove any and all barricades, railings, covers, and safety netting required to complete the Work in accordance with applicable requirements. Subcontractor shall at no time remove, alter or render ineffective any barricades, railings or cover without the prior written permission of Contractor. Where these safety devices are to be turned over to others, upon completion of the Work, the devices shall be repaired or replaced so that they meet the required standards prior to turnover.

- The Subcontractor shall conduct the Work so as to interfere as little as possible with pedestrian and vehicular traffic and shall provide and maintain proper warnings and detour signs at all pedestrian and vehicular crossings, intersections, and along detours, directing traffic around closed portions of roadways. It shall, at its own expense, wherever necessary or required, provide and maintain fences, temporary roadways, temporary crossing signs, watchmen, warning lights and take such other precautions as may be necessary to protect life and property, and shall be responsible for all damages occasioned in any way by its neglect acts or omission. All barricades and obstructions shall be illuminated at night, and all lights shall be kept on from one-half hour before sunset, until one-half hour after sunrise.
- 3) Any violations by Subcontractors or the Sub-Subcontractors of any safety standards will result in written notification to the Subcontractor stating a time limit for abatement of the hazard. Failure by the Subcontractor to abate the hazard will result in a backcharge from Contractor. In cases of violations causing imminent danger to persons or property, Contractor, at its sole discretion, may stop any portion of the Work. The Subcontractor shall have no right to an extension of time or any other compensation in any such event.

UTILITY OUTAGES AND TIE-INS:

- 1) There shall be no outages or tie-ins made to the Owner's utility systems without the prior written authority of Contractor. Requests for outages or tie-ins shall be made seven (7) days in advance of the need for outages of utilities.
- All outages and tie-ins to the Owner's utility system shall occur during plant "Down-Time". No outage or tie-in will be permitted to interfere with the Owner's operations. This shall apply to electricity, domestic water, fire mains, sanitary sewer mains, telephone, steam supply and return, and every other service.

BURNING AND WELDING PERMITS:

Prior to the start of work, Subcontractor shall confirm that all required permits have been obtained for any burning or welding or other Hot Work by Subcontractor or any Sub-Subcontractor. The Subcontractor shall furnish Contractor with a copy of the permit(s) prior to the starting of such work. The cost of these permit(s) shall be paid by Subcontractor. The Subcontractor shall be responsible for maintaining all required permit(s) at no additional cost to Contractor.

RESTRICTED/OFF LIMIT AREAS:

1) The Subcontractor shall instruct all their personnel connected with the Work that they are not to enter into any buildings of Owner, such as sub-stations, roofs, penthouses, fan enclosures, etc., without specific authority from the Owner.

 The Subcontractor shall ensure that its personnel's activities will be restricted to their assigned work area.

BADGING:

1) Subcontractor personnel assigned to the Work on a daily basis shall comply with the daily badging system which will be implemented by Contractor or Owner. This includes all clerical, supervisory and engineering personnel as well as tradesmen.

FIRE PRECAUTIONS AND PROTECTION:

- 1) The Subcontractor shall take all necessary precautions to eliminate all possible fire hazards and to prevent damage to Work, building materials, equipment and all other property, both public and personal, involved in connection with this Project. The Subcontractor shall furnish all necessary fireproof fiberglass fire blankets required for protection while welding or burning on the Project Site. All other materials to be used for protection shall be subject to contractor approval. The Subcontractor shall also provide a minimum of one (1) person to act as fire watch at each welding or burning operation or other Hot Work operation or as otherwise instructed by Contractor or Owner. All Fire Watches are to be properly trained.
- 2) All vehicles going inside any buildings on the Project Site or operated by Owner will carry an A B C type fire extinguisher on the vehicle. The refueling of vehicles inside buildings is prohibited except in an extreme emergency. If equipment refueling is required, a fire escort provided by Subcontractor must accompany the refueling vehicle from the building entrance to the piece of equipment, remain at the equipment during the period of refueling, and then accompany the refueling vehicle out of the building. The Subcontractor shall plan to refuel its vehicles and equipment outside of any buildings. The Subcontractor shall be responsible for providing fire fighting equipment, extinguishers and fire watch.

HOUSEKEEPING

- The subcontractor shall conduct daily cleaning to keep the working area free from accumulation of trash and construction debris.
- 2) The subcontractor shall provide one (1) laborer for every fifteen (15) employees that are brought on to site.

CONFINED SPACE ENTRY/CONTROL OF HAZARDOUS ENERGY:

1) Confined Space Entry

Subcontractors/vendors shall determine if their contract work requires entry into confined spaces as described below. If the contractor/vendor is required to enter a confined space the company shall evaluate the space and relevant hazards and provide all corrective measures and training for personnel to ensure compliance with all client, Dürr, and regulatory requirements for safe entry. In the event that a permit required space is to be

entered the contractor/vender shall provide his own permit system, rescue equipment and rescue personnel. Subcontractors shall provide proof of documentation to Contractor for entrants, attendants, supervisors, and rescue personnel participating in confined space work.

Definitions for confined spaces:

Confined Space - A confined space is defined as an area or location that:

- 1) Is of adequate size and configuration that a person can bodily enter to perform work tasks;
- 2) Has a restricted or limited means of access and egress; and
- 3) Is not designed for continuous occupancy by personnel.

For purpose of this program Confined spaces are divided into two categories as follows:

Non-Permit Confined Spaces - Defined as a confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazards capable of causing death or serious injury or illness.

<u>Permit-Required Confined Spaces</u> - Defined as a confined space that has one or more of the following characteristics:

- 1) Has an atmosphere that is oxygen deficient (less than 19.5%);
- 2) Has an atmosphere that is oxygen enriched (greater than 23.5%);
- 3) Contains or has the potential to contain a hazardous atmosphere;
- 4) Contains a chemical or material that has the potential for creating an engulfment hazard;

2) Hazardous Energy Control

Contractors/vendors shall determine if their contract work requires control of hazardous energy and lockout procedures. If the contractor/vendor is required to control hazardous energy in the performance of work the company shall evaluate the types of hazardous energy and and provide all control measures and training for personnel to ensure compliance with all client, Dürr, and regulatory requirements to obtain a zero energy state of equipment.

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LEADING IN PRODUCTION EFFICIENCY

GENERAL SAFETY PLAN FOR PROJECTS

Prepared by: Scott R. Darnall – Senior Manager Corporate Safety

Submitted by: Scott R. Darnall

Revision: 09/27/2016







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I. INTRODUCTION AND PURPOSE

In accordance with OSHA, and other regulatory agencies, Client, and Dürr requirements, this document has been prepared and shall be used to administer, direct, monitor, enforce and coordinate the safety management process on this project. The following items include recommendations and requirements to assist in project safety implementation and awareness applicable to current work activities and forthcoming conditions as installation continues. The following is not inclusive of all requirements but a highlight of primary points for monitoring compliance.

II. DÜRR SYSTEMS COMMITMENT

Safety is crucial for both Dürr and our Client. Dürr strives to be a leader in the industry with regards to safety. Therefore, Safety is global directive at the Dürr organization. **Dürr Systems, Inc.** is committed to providing a safe and healthful workplace and is responsible for the safety and health of our employees and all of our subcontractors at any tier working at the site.

Dürr Systems management is to be contacted in the event a serious safety issue arises.

III. PROJECT SAFETY PERFORMANCE AND GOALS

All contractors shall take all necessary safety precautions with respect to the work, shall comply with all safety measures initiated by Dürr or Client in conjunction with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property whether now in effect or implemented hereafter. All contractors shall be responsible for the enforcement of the safety requirements with respect to all employees of Sub-Subcontractors and shall require such Sub-Subcontractors to use all necessary efforts to abide by the terms hereof in the endeavor of an incident free project.

PROJECT GOALS: Maintain a strong commitment to **Employee** safety that empowers everyone **ZERO** Incidents to act decisively on safety and Perception **ZERO** Near-Misses maintain a consistent perception **ZERO** Injuries that each person is responsible Decision **ZERO** OSHA/EPA Citations and accountable for the safety of themselves and others. Always reduce risk and focus Action **Client Construction Safety Goals** efforts to minimize hazards and Incident Rate unsafe behaviors. Incident Severity Rate LTC Rate DART Rate Striving for Excellence in Safety Serious Injuries = 0



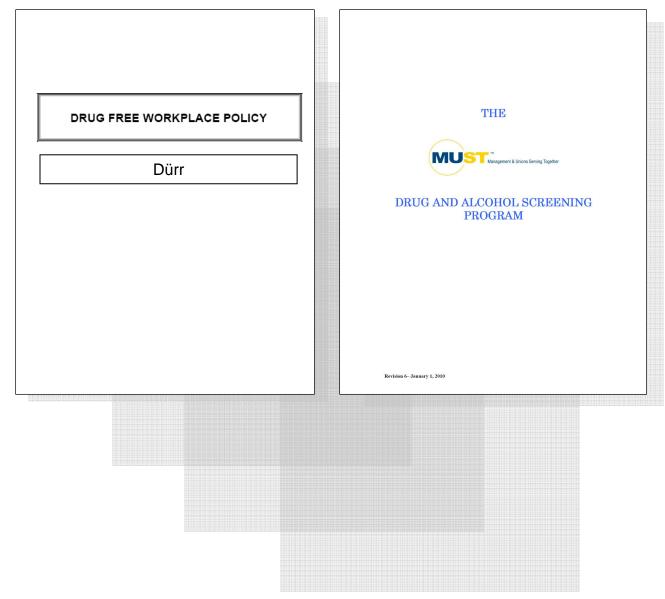
IV. PROJECT PLAN AND PROCEDURES

A. Substance Abuse

Employees of Dürr shall be current with the MUST Program. Personnel must have a current negative drug screen within the required time frame prior to start of work. Screening shall be in compliance with client and local building trades requirements.

Screening as required shall be in accordance with the Project Drug Free Workplace Policy and Substance Abuse Program. Project policy includes Reasonable Cause and Post Accident Testing. MUST Programs may be enforced on the project. A current copy of the program is available at

https://www.mustbsafe.com/must/media/DrugTestingPolicy.pdf





B. Workplace Violence

Site Policy on Violence

Dürr Systems, Inc. views aggressive and/or violent behavior as disruptive and divergent to the development and maintenance of a safe and productive work environment. Aggressive and/or violent behavior is not tolerated on the project. Employees who exhibit such behavior will be held accountable under the policy as well as local, state, and federal law.

All threats and acts of aggression or violent behavior shall be taken seriously and addressed immediately. Such threats or acts include, but are not limited to:

- Assaulting, Harming, or threatening to harm any employee or other.
- Damaging or threatening to damage property or the property of any employee or other.
- Possessing a dangerous weapon or incendiary device on the project or property.
- Engaging in stalking behavior of any employee.

Accountability

All personnel are responsible for notifying their immediate supervisors, or, in the absence of their supervisor, another member of the management team, of any threats that they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on the site, or is connected to employment. Employees are responsible for making this report regardless of the relationship between the aggressor and the individual to whom the threat or threatening behavior was directed.

Directive

Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts against employees, visitors, guests, or other individuals while on the project shall be removed from the project, and shall remain off the project pending the outcome of an investigation. Employees are not to remove individuals from the project. Assistance must be requested from Site Security. Dürr Systems will initiate an appropriate response and disciplinary action, which may include, but is not limited to, suspension and/or termination of any business relationship, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.

Employees and supervisors should work together to identify and report situations or locations where there is a potential for physical assault or threat of bodily harm.

Employees should record specific incidents, behaviors or conversations that may indicate a potential for violence. Documentation should be forwarded to their Supervisor. In instances where their Supervisor is the source of potential violence, documentation should be forwarded to the next level of management with a copy to the Dürr Site Manager.



C Contractor Employee Discipline

Disciplinary Action Procedures

The success of a project to a large extent depends on cooperation and strict compliance with established safety rules, regulations, and policies. All employees and subcontractors are required to comply with the safety rules pertaining to the task they are assigned.

The purpose of discipline is to assist in changing undesirable work habits into good ones thereby reducing the potential for injury or property damage. Safety is the responsibility of everyone on site, and everyone is responsible to report hazardous conditions and actions that are non-compliant with project safety rules. Those individuals bearing witness to unsafe behaviors or conditions shall notify a Dürr management representative or Project Safety Manager after having corrected the situation if it is flagrant or serious.

In order to be effective, the disciplinary Plan must be enforced in a fair and consistent manner, taking into account the severity of the undesirable act or condition, and any previous disciplinary problems.

To ensure compliance, infractions of the safety rules or acts committed by an employee should be handled according to the following progressive discipline guidelines, and documentation of infractions shall be kept in the project safety records.

Enforcement Procedure

First (1st) Offense – Verbal Warning

In instances where an employee is observed committing an undesirable act or condition, the employee is to be informed that their actions are jeopardizing their own safety or the safety of others. The exact nature of the hazard and what is acceptable is to be thoroughly explained to the employee. The violation is to be brought to the attention of the employee's supervisor and a record filed in the project safety file.

If the undesirable act is of a serious nature, a formal written reprimand may be issued for a first (1st) offense.

Second (2nd) Offense – Formal Written Reprimand

If an employee is observed committing an offense for the second time, the employee shall be removed from the project for three (3) days and a formal written safety warning reprimand shall be issued. The reprimand shall explain the nature of the hazard in detail. The violation is to be brought to the attention of the employee's supervisor. The employee will receive the original reprimand and a copy forwarded to the employer, and a copy filed in the project safety file. The employee shall re-attend the project safety orientation before being allowed to return to work.

Third (3rd) Offense – Formal Written Reprimand with Removal from Site

A second (2nd) formal reprimand regarding the <u>same</u> safety violation by an employee shall result in the employee being removed form the project and not permitted to return to the site for the duration of that specific project.

Three formal written reprimands of <u>various</u> offenses shall result in the employee being removed from the project and not permitted to return to the site for the duration of that specific project.



An individual may be banned from working on the Project at any time if the violation is flagrant or involves a serious offense.

Serious Safety Violation – A safety transgression/violation that could result in a serious or fatal injury. May or may not also be a flagrant violation.

Flagrant Safety Violation – Knowing the safety requirement and intentionally not complying. May or may not also be a serious violation.

Flagrant and/or serious safety transgressions/violations may include, but are not limited to:

- Not using 100% fall protection at six (6) feet or above, e.g., walking beams without fall protection, climbing in/out of aerial work platforms without 100% fall protection.
- Removing a lockout device without following the proper procedure.
- Speeding/reckless operation of a motor vehicle, cart, lift, or other powered equipment.
- Blatant refusal to use personal protective equipment (PPE) or follow other safety requirements.
- Failure to report incidents, accidents, and/or damage to the facility or contractor property.
- Willful destruction of facility, property, or contractor property.
- Not using energy isolation/lockout procedure when required.

Any employee refusing to comply with the requirements established in the Project Safety Plan or any applicable Federal/State Occupational Safety and Health Regulation may be subject to disciplinary action up to and including termination.

Any subcontractor employee refusing to comply with the requirements established in the project safety Plan or any applicable Occupational Health and Safety Regulations are not acceptable. Such employees who are removed form the project for non-compliance with the Project Safety Plan will not be eligible for re-employment on the project.

Subcontractor supervisors who are unable or unwilling to impress personnel performance in compliance with the contractual safety obligations shall not be acceptable as supervisors and shall be removed from the project.

Safety violation records shall be shared and jointly tracked by Client and other contractors and shall be cumulative for the duration of the project.



Safety Violation Form





D. Contractor's Communication Devices Policy

Cell phone, two-way/direct-connect, cellular phones with photo imaging capability are prohibited, without prior written approval.

The use of hand-held communication devices is permitted; however, the user shall remain alert of their surroundings and step out of the aisle ways and stop walking when on the device even if the device is "hands-free".

The use of mobile phones and/or texting using a mobile device is not allowed when operating equipment and/or driving a vehicle on the project (internal or external to a building) even if it is "hands-free". Personnel shall stop equipment and/or pull-over out of the way of traffic to receive/make calls or to text or review emails on mobile devices.





V. SITE SAFETY MANAGEMENT AND ADMINISTRATION

A. Responsibilities

Project Manager, will have the overall responsibility for managing, implementing, directing, monitoring and enforcing the Safety Plan.

Site Manager will have the overall responsibility for managing, implementing, directing, monitoring and enforcing the Safety Plan at the site level.

Project Superintendents, will have the overall responsibility for managing, implementing, directing, monitoring and enforcing the Safety Plan at the site level.

Project Safety Manager is the individual trained and knowledgeable in health and safety appropriate to the nature of the work being performed on the project. The Project Safety Manager has the authority to stop work and take prompt measures to abate these hazards.

Dürr Systems, Inc. authorizes all of their supervisors/foreman and those of their subcontractors at any tier to stop any work that places people in imminent danger or would result in major loss or damage to equipment, property, or the environment until the condition is corrected.

B. Record Keeping

Project Safety Manager will post the Health and Safety at work poster (OSHA and/or equivalent), and any other safety and health posters required by a state, such as, the "Right-to-Know" poster in **Dürr Systems Project Office and/or location**.

Project Safety Manager will maintain all Safety Data Sheets (SDS's), including SDS's required by our subcontractors at any tier in **Dürr Systems Site Office and/or location**.

Project Safety Manager will maintain copies of all serious incidents, serious near miss and serious injury reports, OSHA log of occupational injuries and illnesses, documentation of inspections and corrective actions taken, employee sign-in sheets of on-site training, documentation of competent person training, sign-in sheets for safety meetings, meeting minutes and all other documentation required by regulatory, Client, and Dürr guidelines.



C. Compliance

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Managers and supervisors are expected to enforce the rules fairly and uniformly.

All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.

The system to ensure all workers comply with the rules and maintain a safe work environment includes but is not limited to:

- 1. Informing workers of the provisions of our Safety Plan;
- 2. Evaluating the safety performance of all workers;
- 3. Recognizing employees who perform safe and healthful work practices;
- 4. Providing training to workers whose safety performance is deficient;
- 5. Disciplining workers for failure to comply with safe and healthful work practices.

D. Communication

Dürr Systems recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of one or more of the following checked items:

- New worker orientation including a discussion of safety and health policies and procedures.
- ☑ Review of our Safety Plan.
- ☑ Workplace safety and health training Plans.
- ☑ Regularly scheduled safety meetings.
- ☑ Effective communication of safety and health concerns between workers and supervisors, including translation where appropriate.
- ✓ Posted or distributed safety information.
- ☑ A system for workers to anonymously inform management about workplace hazards.
- Our establishment has less than ten employees and communicates with and instructs employees orally about general safe work practices and with respect to hazards unique to each employee's job assignment.
- A labor/management safety and health committee that meets regularly, prepares written records of the safety and health committees meetings, reviews results of the periodic scheduled inspections, reviews investigations of accidents and exposures and makes suggestions to management for the prevention of future incidents, reviews investigations of alleged hazardous conditions, and submits recommendations to assist in the evaluation of employee safety suggestion.

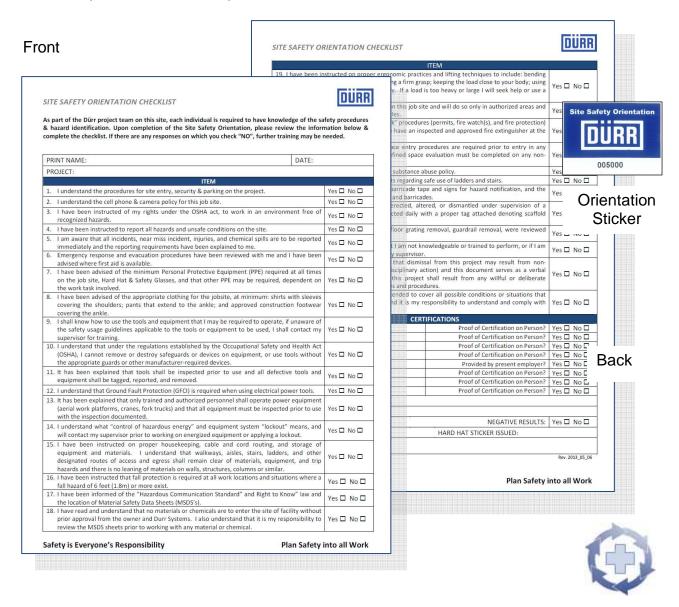


VI. SITE SAFETY PROCESS

A. Employee Site Safety Orientation

Designated Project Safety Manager or designee will be responsible for conducting the Dürr Site Safety Orientation. The orientation shall be conducted as required after respective Direct-hire and subcontractor personnel have completed attendance at the Client Safety Orientation.

Subsequent to Client's Orientation acknowledgement the Dürr Orientation Outline as conveyed through attached Checklist and as depicted below shall be used. Personnel shall complete checklist and will be issued a Dürr Site Safety Orientation sticker for their hardhat upon successful completion of the orientation.



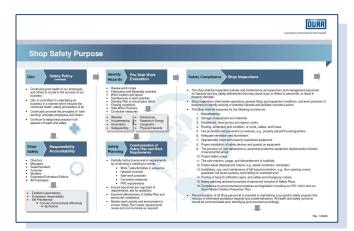


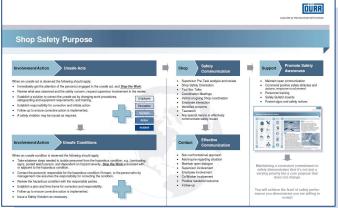
B. Project Requirements

Dürr Site Safety Purpose

Implementation and usage of the Dürr Site Safety Purpose document that contains the following attributes:

- Captures aspects from primary areas of project safety and operations.
- Assembled into one location for easy conveyance of information.
- Collection of 10 key points applicable to site safety.
- Compiled as a (2) sided document aligned with Dürr training aid posting initiative.
- Contains elements of site evaluation and action.
- Project wide distribution for training and conveyance of expectations.





The following items include recommendations and requirements to assist in project safety implementation, awareness, and monitoring effectiveness applicable to work activities and forthcoming conditions as installation continues. The following is not inclusive of all requirements but a highlight of primary points for monitoring compliance.

1. General

- 1.1. All Contractors and their respective personnel must comply with the Occupational Safety and Health Act and any standards and regulations for the Construction Industry and the requirements and references contained therein, and shall cause all of its subcontractors to so comply and support. The contractor shall further comply with and support and affect all of its subcontractors to comply with and support its own health and safety Plan, the health and safety Plan of Dürr System's customer, and Dürr System's health and safety Plan, and any requirements applicable to work performance.
- 1.2. The most stringent of all applicable regulations, rules and procedures as set forth by OSHA, and other regulatory agency, Dürr System's customer, Dürr Systems, or contractor shall maintain precedence and apply.



2. Training

In addition, to the Site Safety Orientation the following applies:

- 2.1. Contractors shall ensure all levels of supervision and its respective personnel receive the appropriate training in health and safety requirements to ensure they are competent to perform all required work and duties to the safest extent possible. Personnel shall be instructed in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury.
- 2.2. Contractor personnel operating equipment and vehicles must be properly trained, qualified, and licensed, when applicable. All training must be in accordance with all applicable standards and the manufacturer's operational guidelines regarding a specific piece of equipment. No person is to operate equipment until properly trained. Each subcontractor must submit the names of persons trained, licensed, and qualified to operate equipment to Dürr, e.g., Aerial Work Platforms, Rough Terrain Fork Trucks, cranes.
- 2.3. Contractor personnel must be trained in the requirements of specific areas, e.g., hoisting areas. Procedures are available as required, e.g., hoisting area, and submit sign sheets designating training and acknowledgement by personnel who are to utilize areas or for specific hazardous activities.

3. Work Safety Planning and Pre-Task Plan/Job Hazard Analysis

- 3.1. Contractor supervisors are to plan work in detail and create a Pre-Task Plan/Job Hazard Analysis that encompasses the detail. Supervisors need to effectively communicate plans and ensure personnel are aware of requirements and performing the work to the safety expectations of the plan and retrain and adjust methods as required to ensure the work is performed in the safest means possible.
- 3.2. Contractors shall submit Pre-Task Plan/Job Hazard Analysis to Dürr for review and approval.

4. Site Inspections/Audits

- 4.1. Contractor supervisors and management representatives shall provide for frequent and regular inspections of the site, materials, and equipment to be made by competent persons designated by their respective company to inspect the site for hazards and monitor all respective work activities routinely to identify any safety deficiencies that may cause injury or illness to personnel, or result in property damage. Upon identification of hazards or safety deficiencies contractor representatives shall facilitate corrective action immediately.
- 4.2. Records shall be maintained of site inspections/audits with copies submitted to Dürr as requested.



5. Notification and Reporting of Incidents, Accidents and Spills

- 5.1. All accident, injuries, near-miss incidents, and chemical spills shall be reported immediately to the Dürr Site Manager and/or Project Safety Manager, and a written report must be submitted within 24 hours or sooner if specified.
- 5.2. Contractors and its subcontractors shall conduct a full investigation into any event impacting personnel safety or property. The report shall identify at minimum, the events and causes, all pertaining and associated information, witnesses' statements, and the recommendations and corrective measures implemented.
- 5.3. Dependent upon the seriousness of the event, and if practical, a Safety Incident Review of the event will be held on the site at the incident location with the site management of all contractors and the associated personnel involved in the incident. The Safety Review is to assist in communicating the incident to other site personnel for purposes of educating and alleviating further occurrences.

6. Personal Protective Equipment and Clothing

- 6.1. All persons on the jobsite must wear at minimum, an approved ANSI Type I, Class "E" hardhat at all times. This rule pertains to the entire jobsite inside and outside the building. Contractor identification must be on the hardhats of all its respective personnel and visitors.
- 6.2. Eye protection is required 100% when on the jobsite, consisting of ANSI Z87.1 approved industrial safety glasses with side shields or prescription safety glasses with attached side shields.
- 6.3. All persons on the site are required to wear appropriate clothing consisting at minimum, shirts with 4" sleeves covering the shoulder, pants that extend to the ankle.
- 6.4. All persons on the site or project shall wear approved industrial footwear that covers the ankle.
- 6.5. Subcontractors shall provide 100% fall protection when employees are exposed to existing or potential fall hazards. The required PPE is an approved full body harnesses with shock absorbing lanyard properly secured to approved anchorage point when working above 6 feet (1.8 meters) and no other means of fall protection is provided, e.g., guardrail. Subcontractors must implement a Fall Protection Work Plan to assess and control potential fall hazards pertaining to their scope of work.
- 6.6. Hand protection (gloves) must be worn by all personnel as subjected to hazards during the performance of work. In addition, hand protection is PPE for which contractors shall supply to minimize injury associated with their contract work.
- 6.7. Welding hoods and face shield are required to attach to the hard hat of the person requiring.
- 6.8. Contractors need to assess PPE requirements when developing Job Hazard Analysis and/or Pre-Task Plans.



7. Housekeeping

- 7.1. Housekeeping must be maintained on a daily basis to include work set-up and fabrication areas as well as drip pans for threaders and tripods, e.g., cut-offs; and all other work areas. Drip pans must have approved absorbent material in pan, e.g., oil absorbent pads; no granular absorbent is to be used.
- 7.2. Material must be placed on dunnage, cribbing, or pallets.
- 7.3. Roll goods stored neatly off of floor or on racks, e.g., threaded rod.
- 7.4. All material must be properly secured from displacement off cribbing, e.g., pipe properly blocked to prevent roll-off.
- 7.5. Material shall not be leaned against building/process columns, equipment, or walls.
- 7.6. Material and equipment is not to be placed/stored at minimum within 1.33 m (4 feet) of any elevation or floor opening guardrail to alleviate chance of being displaced and falling to lower elevations. The distance is more if material is stacked higher.
- 7.7. All threading machines or similar equipment shall have drip pans or comparable of ample size under machines to contain operating fluids.
- 7.8. Cords, cables, and hoses need to be hung, at minimum 2.13 m (7 feet) overhead or be properly ramped-over. Cords and cables are not to be secured by metal tie-wire or other conductive means that could cut into cord.
- 7.9. Refer to the Dürr Clean Construction Manual for additional requirements.

8. Fall Protection and Fall Hazard Control

In respect to contractor's activities the following needs to be continually monitored for compliance and requirements enforced.

- 8.1. Primary Concerns For awareness, contractor deficiencies observed on other projects regarding fall hazards and protection are as follows:
 - 8.1.1. Lack of planning Reactive to protecting after engaged in work.
 - 8.1.2. Implementation
 - 8.1.2.1. Inadequate Does not address hazards
 - 8.1.2.2. Improper Does not adequately protect
 - 8.1.3. Communication of requirements applicable to hazard areas
 - 8.1.4. Training of personnel
- 8.2. All personnel using PFAS requiring lanyard usage shall be equipped with a double ("Y" lanyard) shock absorbing lanyard.
- 8.3. Temporary fall protection measures, e.g., guardrail, must be continually maintained to meet all applicable standards. Work performance that alters a guardrail or other protection means shall be immediately corrected by the responsible contractor. In addition, any changes in guardrail for tie-in of catwalks, platforms, stairs, or similar, the guardrail shall be maintained and any voids between structures and or walking surfaces protected from fall hazards.



- 8.4. Floor openings shall be protected and continually evaluated for exposure to equipment to ensure measures are in place to alleviate cover failure, e.g., plate, barricading.
- 8.5. Implementation and usage of Personal Fall Arrest Systems (PFAS). Contractors are to continually evaluate their work for fall hazards and implement the protection means and training prior to introducing their personnel to the area, work task, and potential fall hazards. When implementing personal fall arrest systems (PFAS) or other fall protection, the system used must facilitate 100% tie-off protection. Supervisors need to ensure personnel are aware of requirements, and monitor personnel for compliance.
- 8.6. Enclosed is the Dürr "Fall Protection Work Plan" for contractors to complete or utilize their approved equivalent in accordance with OSHA requirements. The plan requires contractors to assess fall hazards associated with their work and designate corrective measures establishing a format for training. Upon completion contractors are to submit their training sign sheets depicting they have evaluated fall hazards associated with their work scope and they have trained their personnel of the hazards and corrective measures.
- 8.7. All contractors must be reminded that installation creates elevated areas with fall hazards. Contractors need to communicate intentions to work in areas to ensure area is structurally safe to facilitate work activities and evaluate and implement the required fall protection for their personnel prior to employee introduction. In addition, contractor personnel must be trained in the requirements of specific areas. As areas are completed and protected to minimize fall hazards, the mid rail and top rail of the guardrail system can be removed and access for personnel not requiring PFAS is allowed. The site protection and warning methods should be implemented as follows:
 - 8.7.1. Guard rail system To provide fall protection adjacent an elevated location over 4' or more above another surface.
 - 8.7.2. Cable top rail To restrict powered equipment from area that can not support, e.g. plated, but pedestrian access is allowed without PFAS.
 - 8.7.3. Yellow (other) rope To identify and warn of elevation changes under heights that do not require fall protection or substantial hazard.
 - 8.7.4. Barricade tape An immediate temporary identification of potential hazards, but by no means shall barricading be a substitute for fall protection.

9. Overhead Work Notification and Protection

As provided on site the Dürr "Barricading and Sign Safety" requirements entails that all overhead work needs proper notification and means to restrict non-associated personnel from entering area. Enforce requirements and hold everyone accountable for compliance. For awareness, contractor deficiencies observed on other projects regarding barricade tape procedures are as follows:

- 9.1. Red "Danger" tape not installed to totally encompass hazard area.
- 9.2. Red "Danger" tape not installed as required by work procedure.
- 9.3. Signs not being affixed on "Danger" tape as required For convenience attached are signs for both "Danger" and "Caution" barricade tape.



- 9.4. Different types of tapes being used simultaneously.
- 9.5. Failure to remove tape after completion of work requiring.

10. Hot Work and Fire Prevention

- 10.1. Hot work permits are required and obtained through Client in accordance with the site procedures.
- 10.2. Hot work dependent upon location and the hazards involved my require a planning meeting with Client Security and the development of a task specific PTP.
- 10.3. Fire Watches Ensure trained and knowledgeable of role and requirements.
- 10.4. Fire extinguishers Monitor for implementation and availability for all operations. In addition, ensure properly inspected and operationally intact to include pin and pin secure tie/strap.
- 10.5. Monitor welding ground attachment Especially when starting installation of equipment components (control panels, electrical components) susceptible to damage from improper grounding. Grounding needs to be at work location.
- 10.6. Inspect cables for proper size and damage. Undersized ground cables that could heat-up and cause fire concerns.
- 10.7. All welding machine terminals are to be protected from accidental contact.
- 10.8. All welding and burning equipment needs to be inspected and operationally intact and safe for use. If found defective remove from service or repair.

11. Electrical Safety

- 11.1. Maintain temporary High-voltage feeds off floor.
- 11.2. Temporary Panel Boards inspected for installation and protection.
- 11.3. GFCI Usage for all electrical tools. All GFCI's inspected and tested for operational effectiveness.
- 11.4. Cords and Cables are to be properly routed, hung, or properly protected, and inspected for damage. If hung, cord/cables shall be supported by non-conductive means.
- 11.5. Cords and cables are to be inspected before each use for damage and if found defective removed from service or repaired.
- 11.6. All feed cables need to have proper strain-relief installed to ensure force is not applied to terminals and keep cable and conductors from contacting sharp metal edges.
- 11.7. Exercise caution when working in elevated locations adjacent busses and plugs. Lockout crane rails, busses, or similar as required.
- 11.8. Maintain awareness around all existing electrical installations/components for possible exposure to energized conductors.
- 11.9. The performance of electrical work shall be in accordance with NFPA 70E.



11.10. As with all hazardous energy all electrical equipment must be locked-out and tested/verified in a "Zero-Energy" state prior to working on it.

12. Aerial Work Platforms (AWP) Manlifts

Note the following regarding AWP and usage:

- 12.1. AWP booms are not to be used as a hoisting device similar to a crane.
- 12.2. AWP is not to be used to secure or stabilize material or installations.
- 12.3. Aerial work platforms are not to be used as hoisting devices with the exception of tools and material contained with the platform or properly affixed within manufactured stanchions or apparatus designed for that purpose.
- 12.4. AWP equipment capacities shall be not exceeded taking into account tools, material, and personnel.
- 12.5. All AWP platforms shall be maintained clean, free of debris, material, and trip hazards.
- 12.6. Safety chain/gate at AWP platform access opening shall be in place at all times an operator occupies platform.
- 12.7. All Personnel occupying an AWP must wear Personal Fall Arrest System, e.g., Harness and lanyard, and be properly tied-off to the manufacturer's designated anchorage point. All personnel using PFAS requiring lanyard usage shall be equipped with a double ("Y" lanyard) shock absorbing lanyard.
- 12.8. Aerial work platforms are not elevators; personnel required to access other elevations are to utilize stairs. Elevated aerial work platforms are only to be exited when there is no other feasible method to access a work location. Contractor personnel requiring to exit an elevated aerial work platform are to contact Dürr Safety to review procedure and ensure 100% tie-off by means of a "Y" lanyard or comparable.
- 12.9. Personnel within AWP to keep hands free of top-rail and pinch-points during operation.
- 12.10. Turn-off equipment when reaching work locations and continuous movement is not required.
- 12.11. Site Implementation of the Dürr "Aerial Work Platform Inspection Log" or contractor comparable. This form is to be utilized by all contractors on site unless they have a form of equivalent content. The form is inclusive of site and area conditions.
- 12.12. A ground person/spotter is required for all AWP's in operation.

13. Equipment and Inspections

13.1. Contractor name/identification with contact number must be on all its respective equipment.



- 13.2. All mobile equipment shall have designated spotters when operating in the paint shop or in other areas with limited operator visibility, movement restrictive operation, and in personnel congested areas.
- 13.3. Vehicles required to enter the site shall have a Client issued and approved Client Vehicle Pass.
- 13.4. Daily inspections are required for all operator-controlled and/or powered equipment, e.g., cranes, fork trucks, and AWP's.
- 13.5. All mobile equipment shall have a diaper properly affixed to the underside of the equipment to capture and contain leaks in the event of equipment leakage. Diaper shall not be a substitute for proper equipment maintenance. Diapers shall be installed as to not come in contact with hot components of equipment and/or contact operating components.
- 13.6. All equipment shall be electrically powered of fueled by propane; any other equipment shall require prior approval.
- 13.7. Inspection documentation/records are to be maintained on equipment for immediate inspection at base of equipment. The usage of clear sheet protectors is acceptable. Sheet protectors/holder should be located/affixed on the base of the equipment available for review.
- 13.8. All equipment inspection records need to turned-in weekly to Dürr.
- 13.9. Ensure personnel are fully completing inspection documentation.
- 13.10. Forms are available from Dürr.
- 13.11. Equipment Inspection Specifics.
 - 13.11.1. An annual inspection of equipment (e.g., cranes, aerial work platforms, forklifts) shall be conducted by a qualified person. A record of the dates and results of inspections for each piece of equipment must be maintained on the project or site. All contractors or others shall submit to Dürr a copy of all equipment inspection records upon receiving equipment to site.
 - 13.11.2. All machinery and equipment should be inspected by a competent person prior to use at the start of each work shift. Any deficiencies shall be repaired or defective parts replaced before operation is to begin.
 - 13.11.3. Daily inspections of cranes shall be recorded using the Dürr "Daily Crane Inspection Log" or approved equivalent and posted on the equipment.
 - 13.11.4. At minimum, periodic or monthly detailed inspections of cranes and other equipment shall take place utilizing the *Dürr "Monthly Crane Inspection Checklist"* or approved equivalent.



- 13.11.5. Daily inspections of aerial work platforms (AWP) shall be recorded using the Dürr "Aerial Work Platform Daily Inspection" or approved equivalent and posted on the equipment in view. Clear sheet protectors affixed to base of equipment meets the requirement.
- 13.11.6. All temporary electric panel boards shall be inspected prior to initial energization, and tested prior to being used. All temporary panel boards shall be inspected periodically at minimum once a month. The use of the Dürr "Panel Board Test Report" or approved equivalent shall be used to document the testing. The complete report shall be submitted to Dürr.
- 13.11.7. All extension cords and cables shall be inspected before each use for, fraying, cuts, plug and receptacle condition, and any other damage. Defective cords and cables shall be repaired or removed from service. All cords must be hung a minimum of 7 feet. Any cord that cannot be hung must be protected from damage and placed in a place and manner that it does not create a tripping hazard.
- 13.11.8. Personal fall arrest systems and components shall be inspected prior to each use for wear, damage, and other deterioration; any defective components shall be removed from service. Inspections shall be conducted and documented by a competent person. The use of the Dürr "Harness and Lanyard Inspection Report" form or approved equivalent shall be used as required.
- 13.11.9. All ladders shall be inspected before each use; ladders found defective or faulty in construction shall be tagged and removed from service. Portable metal ladders shall not be used. The use of the Dürr "Ladder Inspection Report" form or approved equivalent shall be used as required.
- 13.11.10. Personal protective equipment (PPE) shall be inspected prior to each use by the wearer of the equipment; any equipment found defective shall not be used.
- 13.11.11. A competent person shall inspect scaffolds and scaffold components for visible defects before each work shift and after any occurrence that could affect a scaffold's structural integrity. Scaffolds shall be tagged denoting its completion and safety requirements.
- 13.11.12. A sling and all its fastenings shall be inspected before each use, if found defective, slings shall be removed from service and destroyed prior to disposal to prevent further use. Where service conditions warrant, additional inspections shall be performed during sling use. The use of the Dürr "Rigging Inspection Report" form or approved equivalent shall be used as required.
- 13.11.13. Tools regardless of ownership shall be in safe working condition, operationally intact, and conform to the requirements of the intended work. All tools shall be visually inspected at minimum prior to each initial use. Defective or unsafe tools shall be immediately repaired, or tagged and removed from service.



14. Abrasive Cutter/Grinders

The following guidelines applicable to abrasive cut-off grinders shall apply:

- 14.1. Material being cut shall be properly secured (e.g., clamp) and not held.
- 14.2. Operators shall wear gloves and have both hands firmly positioned on the tool during use. Hand protection shall consist of Kevlar® or leather gloves.
- 14.3. Tools shall have side handle installed as supplied by the manufacturer.
- 14.4. Operators shall be cognizant to the direction of the tool usage by-product (sparks) e.g., not in direction of self or other personnel, and equipment.
- 14.5. Review the Dürr "Abrasive Grinder/Cutter Safety" training poster (enclosed) and have contractors review the requirements with their personnel and submit signsheets depicting training was conducted.

15. Scaffolds

15.1. Scaffolds shall be erected, inspected, and dismantled only under the direction of a competent person. All scaffolds shall be properly tagged as to usage condition and requirements. Dürr has a scaffold tag procedure with tags for use if contractors do not have their own.

16. Compressed Gas Cylinders

- 16.1. There is no storage of compressed gas cylinders in building.
- 16.2. All cylinders in use must be properly secured within an approved cart designed and intended for such purpose.
- 16.3. All hoisting of compressed gas cylinders shall only be performed in an apparatus designed and intended for such purpose.
- 16.4. Ensure storage only in the approved areas outside.

17. Environmental Responsibility

Contractors are to be reminded of their contractual environmental responsibilities to include:

- 17.1. Notifying Dürr prior to bringing chemicals or material on site for approval. The Client approved list shall be reviewed prior to bringing chemicals or materials on site. SDS's shall be submitted for review prior to usage.
- 17.2. Ensure secondary containment of tanks and other large quantity substances and containers.
- 17.3. All powered equipment maintained to minimize fluid leads and have properly installed diapers underneath and protection installed elsewhere to capture leak potential.



17.4. Maintaining availability of spill containment and clean-up material to effectively contain and clean-up any spills as a result of a contractor's work performance.

18. Work Access and Egress

18.1. Contractors are to provide safe and proper access to work locations for their employees. No climbing on equipment or system components as to compromise personnel safety or damage components.

19. Hoisting and Rigging

- 19.1. Proper rigging anchorage is always required to ensure adequate support of the hoisting operation. In addition hoisted material and equipment must be permanently installed or properly secured by installing additional support other than chain-falls or similar. No personnel are allowed under suspended loads.
- 19.2. All rigging shall be inspected prior to use.
- 19.3. Ensure usage is to industry, manufacturer, and regulatory requirements and standards.
- 19.4. All rigging shall be properly stored.

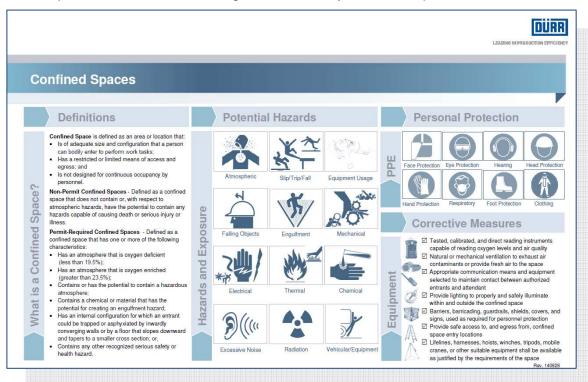
20. Site Specific Procedures

The following are procedures that may need to be implemented and/or maintained. Some procedures may not be applicable but are included in the endeavor of awareness.

- 20.1. **Guardrail/Floor Opening-Cover Removal** A *Removal Permit* may be required for removal of fall protection pertaining to floor or roof openings, or work engaged within or involving an opening, (e.g., second floor/penthouse openings). Site Manager and/or Project Safety Manager shall advise contractor of requirements. Client may also have to approve.
- 20.2. Building Roof All access to, and work upon a building roof requires specific training for personnel an approved Roof Access Permit. A Roof Access Permit is utilized to ensure all safety procedures and fall protection requirements associated with roof location and work are implemented, and employees are aware and knowledgeable of the requirements. Site Manager and/or Project Safety Manager shall advise contractor of requirements.
- 20.3. Grating Removal All work involving the removal of system floor grates or other grated location requires an approved *Grating Removal Permit* prior to removal. A *Grating Removal Permit* is utilized in conjunction with the *Grating Removal Procedure* to establish removal guidelines, and ensure protection is in place to safeguard all personnel from the hazards associated with grating removal. Site Manager and/or Project Safety Manager shall advise contractor of requirements. Client may also have to approve.



- 20.4. **Equipment Start-up and Test Notification** All start-up and testing of equipment or system shall be coordinated and approved through Dürr utilizing an *Equipment Start-Up/Test Notification* form. The form must be completed and submitted to Dürr 3-working days prior to proposed start-up or test. This should be implemented for start-up and commissioning. Site Manager shall advise contractor of requirements.
- 20.5. **Hazardous Energy Control** Evaluation All contractors shall apprise Dürr of intention for lockout, lockout procedures, and work requiring lockout. An *Energy Control Evaluation/Lockout Permit* may be required dependent upon complexity of the equipment or systems involved. The Site Manager and/or Project Safety Manager shall advise contractors of requirements. In addition all lockouts shall be logged with copies submitted to Dürr on a weekly basis. Hazardous energy control shall be implemented in accordance with regulatory, Dürr, owner, and contractor procedures and requirements the most stringent shall always maintain precedence.
 - 1. Must attend a briefing in Dürr Lockout procedure and demonstrate an understanding of the Authorized Employees responsibility in Lockout.
 - 2. All locks must be removed at the end of the shift, regardless of the status of the work unless otherwise agreed by Dürr Safety and Site Manager.
- 20.6. Confined Space Entry All contractors shall apprise Dürr of intention for confined space entry. The completion and submittal of a Confined Space Evaluation Form or approved equivalent may be required. The Site Manager and/or Project Safety Manager shall advise contractors of requirements. Confined space entry shall be implemented in accordance with regulatory, Dürr, owner, and contractor procedures and requirements the most stringent shall always maintain precedence.





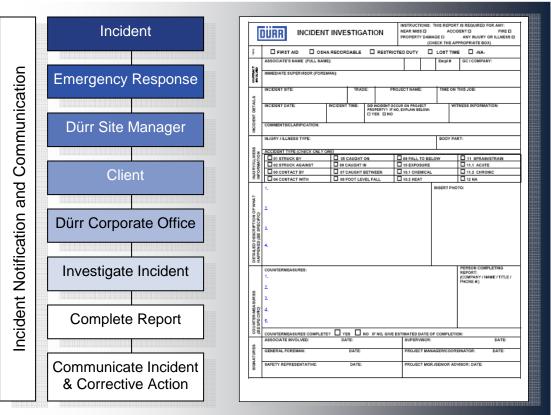
C. Serious Injury or Near Miss of a Serious Injury Notification and Investigation

Dürr Systems and subcontractors shall utilize and follow the Project Incident Notification protocol in conjunction with the Project Emergency Response Procedures.

All incidents, injuries, and near miss injury incidents shall be reported immediately to the Dürr Site Manager and/or Project Safety Manager and Client. A written report must be submitted within 24 hours or sooner if specified.

Dürr Systems in conjunction with subcontractors and its sub-tier contractors shall conduct a full investigation into any event impacting personnel safety or property. The report shall identify at minimum, the events and causes, all associated and pertaining information, witnesses' statements, and the recommendations and corrective measures implemented. Dependent upon the seriousness of the event, and if practical, a Safety Review of the event may be held at the site at the incident location with the site management and associated personnel involved in the incident. The Safety Review is to assist in communicating the incident to other site personnel for purposes of educating and alleviating further occurrences. Other contractor representatives may be also requested for communication and awareness.

The "Incident Investigation Report" form or approved equivalent will be utilized to document and investigate all incidents and injuries on site.







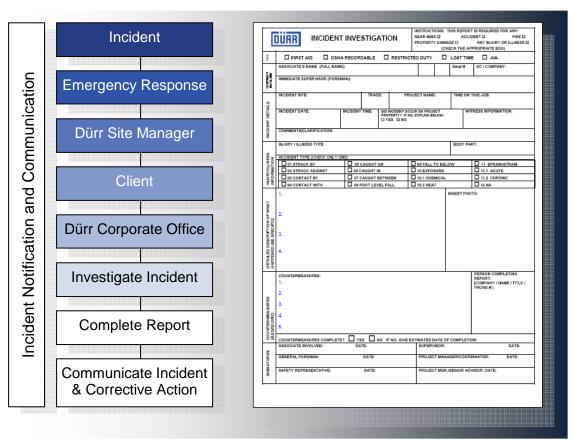
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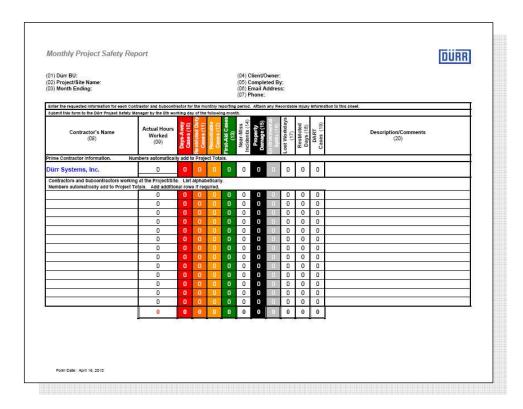




E. Summary of Work-Hours and Related Injuries and Illnesses

Dürr Systems subcontractors will complete the Dürr Systems Monthly Project Safety Report and submit as required. Dürr will complete and submit the Client Monthly Safety Report.

Dürr Systems and its subcontractors shall maintain an OSHA Log for the project and will be available for review upon request.





F. First Aid and Medical Treatment

TBD is the on-site person(s) trained and certified in the use of first aid, CPR, and AED.

In the event of non-serious injuries Dürr Systems, Inc. employees shall be taken to:

Urgent Care Clinic

Occupational Medicine Clinic TBD

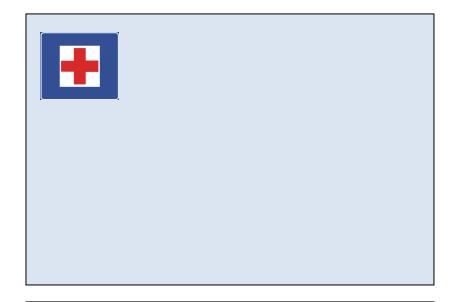
Phone:

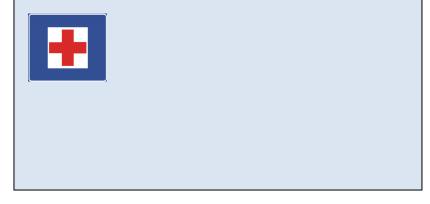
Hours of Operation Monday Tuesday Wednesday Thursday Friday Saturday

Hospital

Sunday

Phone:





In the event of a serious injury to employees on the site the Emergency Response Procedures shall be utilized to include calling security at:

Subcontractors shall establish an off-site clinic/hospital and forward the clinic information to **Site or Project Safety Manager** upon mobilization to the site.

Summon Emergency Medical Service personnel based on evaluation of severity.

Immediately after an Emergency call call Dürr Site or Project Safety Manager and/or the Dürr Site Manager shall be contacted.



G. Emergency Procedures and Rescue Plans

Contractor Information: Medical, fire, rescue and other emergency services may need to be escorted to the location of the emergency by Client's on-site personnel.

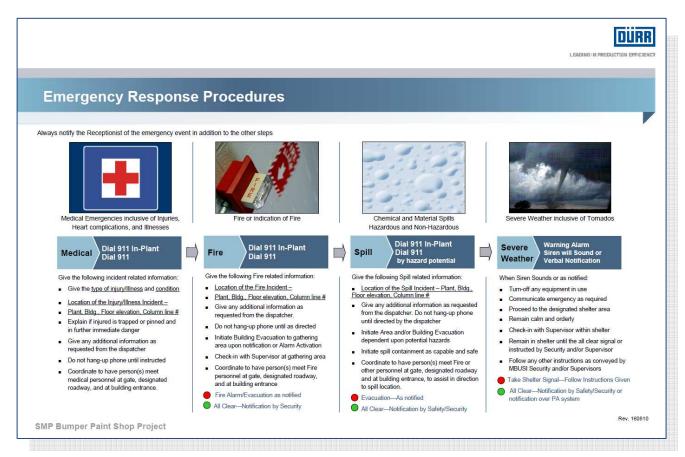
In the event of an emergency be prepared to provide the following information:

- ☑ Type and extent of injury/incident
- ☑ Location of the incident: Plant, Bldg, Floor Elevation, Column Line #
- ☑ Phone number
- ☑ Nature of emergency
- ☑ Condition of the injured person
- ☑ Specialized rescue required





Example Emergency Response Procedure Posting: As depicted below

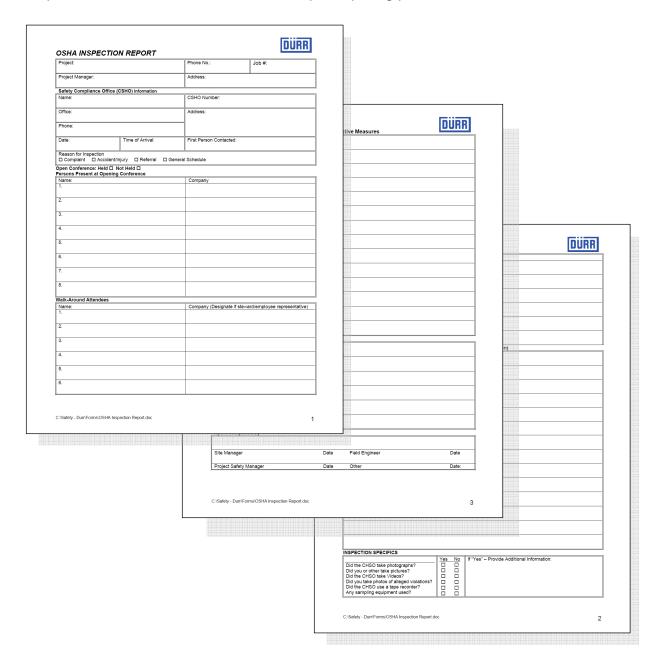




H. Governmental Inspection Notification

Upon being notified that Dürr is subject to an inspection by local, state, or federal authorities on Owner's property Dürr must seek from that authority permission to advise Owner's representative (Client) of the proposed inspection and if granted immediately so advise Owner's representative. Owner may elect to accompany Dürr and the inspecting authority on the inspection.

Dürr representative(s) participating on the inspection shall utilize the Dürr "OSHA Inspection Report" form to record observations and participating personnel.

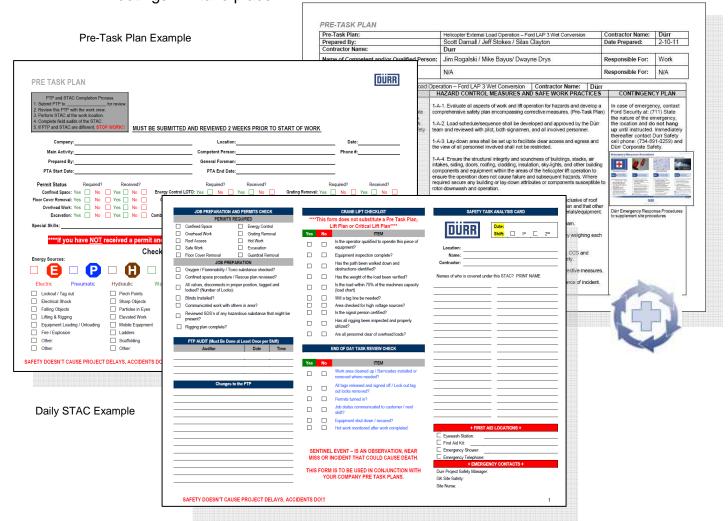




I. Safety Meetings

- Prior to work contractor supervisors shall conduct Pre-task/Safety meetings with personnel to review the work activity, hazards involved, the safe work practices and corrective measures, and the personal protective equipment required. If necessary, these meetings shall be recorded using the Dürr Pre-Task Plan form or approved equivalent.
- 2. All contractors must conduct at minimum, a weekly Safety Meeting/Toolbox Talk with all employees on site. Employee attendance and sign-in are mandatory. A copy of the topics and concerns discussed with sign-in sheet (Dürr form or equivalent) must be submitted to Dürr as specified. Periodically, specific subjects may be distributed to contractors for Tool Box Talks to cover topics applicable to the present phase of the project or to convey other specific information or incidents.

Tool Box Talks shall be scheduled and conducted on a routine day and time each
week, and held at the same location. Contractors must submit the routine time and
location of its respective Tool Box Talks to Dürr Systems. Periodic visits and audits of
meetings will take place.





J. Project Meetings

- Subcontractors and vendors shall attend a project kick-off meeting with the applicable Dürr management representatives prior to personnel introduction to the project and start of work.
- 2. Dürr Systems will participate in scheduled Project Coordination meetings with Client, Owner, or Owner's Representative as designated.
- 3. Dürr Systems will conduct scheduled Contractor Coordination meetings on a weekly basis or as designated to meet and discuss with all subcontractors and where applicable the Owner's Representative.
- 4. At least once a week, contractors shall have a representative attend and participate with other site contractors in a Site Safety Meeting with the Dürr Systems Site Manager and/or Project Safety Manager. The meetings shall review past and present activities and safety plans for anticipated hazards and corrective measure implementation. Dependent upon project or site requirements, the weekly Site Safety Meeting may be held in conjunction with the weekly Contractor Coordination Meeting.
- 5. Dependent upon project schedule requirements, congestion of work areas, and the hazards involved, daily contractor coordination meetings may be required to assist in planning and communication between contractors to reduce interference's and hazards in the performance of work. These meetings may be recorded.
- 6. Dates and times of meetings will be determined subsequent to mobilization on the project.



VII. PRE-TASK PLANS (PTP) - SAFETY PLANNING

A. Pre-Task Plan Development

Contractor supervisors need to plan work in detail and develop a Job Hazard Analysis that encompasses the detail of the work scope in steps, and identify the hazards and corrective measures required. All work requires the development of a Job Hazard Analysis.

A hierarchy of controls shall be used to reduce hazards. When a hazard is identified attempt to eliminate the hazard. If elimination is not practicable, use engineering controls. If engineering controls are not practicable, implement administrative controls. If the hazard cannot be adequately controlled using engineering and/or administrative controls, employees must use Personal Protective Equipment. A combination of engineering controls, administrative controls, and Personal Protective Equipment if the required progression.

B. Pre-Task Plan Submittal and Review

Prior to the start of work contractors must submit a complete Job Hazard Analysis to the Dürr Project Safety Manager or designee as required. When submitting PTP, contractor may have to provide Inspection forms, sketches, calculations, engineered drawings, or any other supporting documentation as requested. Project requirements entail a review and acceptance of PTP's prior to starting work.

Upon review the Project Safety Manager or designee shall sign and date the PTP as "Rejected" or "Accepted". Rejected PTP's will need to be revised to meet the requirements or provide sufficient detail and resubmitted.

Once accepted the PTP will be returned to the contractor with an acceptance signature and date and may also be provided with an identifying stamp to designate acceptance. The acceptance is applicable for only the work scope at that time in conjunction with the requirements contained within the PTP. PTP's need to be monitored for comprehensiveness and applicability to actual work requirements and revised as required when work or methods change.

C. Employee Review

Contractors must review each PTP with their employees who will be performing the work. Supervisors need to communicate and ensure personnel are aware of requirements and performing the work to the safety expectations of the PTP and retrain and adjust methods as required to ensure the work is performed in the safest means possible. Contractors need to ensure new-hire employees are trained and communicated the contents of the PTP.



Contractor must create a written record of the employee review of the information provided and of employee input that requires supplement or revision to the PTP. Contractor must use the Dürr form or approved equivalent to document the PTP review with their employees.

D. Posting of PTP's

PTP shall be posted on the Dürr Project Safety Board and/or at work location as determined by Dürr team on the project.



E. Effective Step by Step PTP Process



- 1. Contract awarded
 - Ensure all parties, prime contractor, and subcontractors of all tiers understand PTA process/expectations
- 2. Contractor walks job with prime, subcontractors, and appropriate Owner rep. **focusing** on safety/hazards
- 3. Consult w/Field Ops to list definable steps of work & associated hazards based on jobsite walk (step 2)
- 4. Create **user-friendly** PTA based on information from step 3—Written to help workers understand work tasks, hazards, and prevention measures
- 5. Submit to review entities
- 6. Entities review and provide input/questions
- 7. Contractor/subcontractor revises & resubmits w/additional information
- 8. Document contains necessary information for the task—PTA document at 80%
- Field Supervisor to review at actual work location for additional uncaptured hazards & amend PTA as needed—360° Degree Look



- 10. Supervisor engages crew in discussion of PTA before work begins
- 11. Workers discuss/question PTA regarding the Task/Hazards/Prevention as a crew Questioning Attitude—Remaining 20%
- 12. Supervisor amends PTA w/comments from crew
- 13. Entire crew signs off—Delivery of the PTA information is complete
- 14. Begin work "Follow the Plan"



- 15. If scope changes or new hazard identified STOP
 - Encourage crew/workers to <u>STOP</u> work and communicate changes/concerns without fear of repercussion
- 16. Supervisor adds new information to PTA and reviews changes & revised PTA w/crew
- 17. Resume work with revised PTA
- 18. Audit to ensure work & PTA match and all workers signed onto the PTA
 - Acknowledge success/good efforts
 - Coach if not accurate
 - Use review checklist



F. RISK ASSESSMENT MATRIX

SCALE OF LIKELIHOOD	SCALE OF SERIOUSNESS	AFFECTED PARTIES	
5=VERY LIKELY – Almost certain to occur	5=VERY HIGH – Numerous deaths, several environmental catastrophes and destruction of buildings and businesses may occur	5=OTHER PEOPLE — Personnel participating in the work tasks, other workers at site and other people 4=OTHER SITE PERSONNEL — Personnel involved in work tasks and others working nearby 3=PERSONNEL ONLY — Only personnel involved in the work tasks 2=ENVIRONMENTAL AND MATERIAL DAMAGE— No persons affected only plant and equipment, property or the environment may suffer damaged 1=NONE - Neither persons nor property are affected	
4=LIKELY – Likely to occur	4=HIGH – May cause death or severe injuries, medium environmental damage or calculable material damage		
3=POSSIBLE – May possibly occur but only if initiated by other factors, such as human acts.	3=LOW – May cause injuries or illnesses that under governing regulations must be reported, minor environmental damage or damage to equipment		
2=SELDOM – May occur but only in unusual circumstances	2=LIGHT – May cause injuries with loss of working time, reparable equipment damage or some cases of environmental damage		
1=UNLIKELY – May occur but only if certain measures are introduced causing it to happen. All controlling measures are effective	1=NEGLIGIBLE – May cause slight injuries that will not hinder employees in their work, no environmental or material damage. No loss of working time		

EXHIBIT H

SITE MANUAL



Dürr Systems, Inc.



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SECTION 2—Site Procedures

- 1. General
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- 4. Site Offices and Lay-Down areas
- 5. Installation Coordination
- 6. Site Access Control
- 7. Visitors to the Site
- 8. Parking
- 9. Material Control
- 10. Site Coordination Meetings
- 11. Reports
- 12. Care of Concrete Slabs
- 13. Rigging and Equipment Restrictions
- 14. Clean-Up
- 15. Food and Smoking Policy
- 16. Lint-Free Suits
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- 18. Paint Compatibility Testing
- 19. Punch-Listing
- 20. Site Conditions
- 21. Sample Forms Examples
- 22. Clean Construction Manual



SECTION 1

SITE MANUAL INTRODUCTION

1. Purpose of this Manual

This Site Manual provides an overview of procedures, forms, instructions and requirements for all contractors on this Project. This manual is intended as a site guide and in no way supersedes any written contract with Dürr. In any case, where this manual conflicts with your written contract, the contract shall take precedence. Should you have any questions about this manual, please direct them to the Dürr Site Manager.



SECTION 2

SITE PROCEDURES



1. General

1.1. The following information is provided to assist each Subcontractor working on the Project with the performance of contract requirements. Subcontractor supervisory personnel should review the Dürr contract specifications before starting work on site. Timely Subcontractor response in providing requested information, prompt attendance at site meetings and adherence to site requirements is mandatory to ensure the proper execution of the project.

2. Subcontractor Notification

2.1. Upon mobilization to site, Subcontractor personnel must notify the Dürr site office of the correct mailing address and phone numbers for site and office communications. A twenty-four (24) hour emergency phone number for site supervisory personnel must also be provided to the Dürr site office.

3. Site Supervisor

3.1. All Subcontractors joining this project team will be provided a site contact. Daily job progress reports, request for information or clarification, and installation related Subcontractor site communications are made to the assigned site supervisor.

4. Site Offices and Lay-Down Areas

- 4.1. The jobsite might be extremely congested and the cooperation of all Subcontractors is required to ensure adequate access is maintained. Office trailers, shop trailers and material storage/lay-down will only be allowed in specific areas assigned to each Subcontractor by the Durr Site Manager. Field Offices and other temporary buildings, tool cribs, trailers, etc., shall be located as directed by your Dürr Site manager. All material stored in the designated lay-down area must be neatly stored on dunnage.
- 4.2. Provide access to the construction site and around the perimeter of the facility. Such access shall be maintained in a serviceable condition suitable at all times for use by heavy fire fighting equipment.
- 4.3. Trucks and motor vehicles shall not be parked within the perimeter of any building completed or under construction, unless directly engaged in construction, in which case the vehicle operator must be in attendance.

5. Installation Coordination

5.1. All Subcontractors are reminded of the contract requirements for coordination and cooperation on the jobsite. The Subcontractor shall be solely responsible for all construction means, methods, techniques, and sequences. Coordination of material installation is the responsibility of each Subcontractor. Subcontractor supervisors must make themselves familiar with the installation plans of the other Subcontractors working in the area and coordinate installation activities as required. All Subcontractors must cooperate in the planning and execution of installation activities to ensure a workable system at the completion of the contract.



5.2. The layout and positioning locations for all equipment to be installed is to be referenced to the building survey monuments that have been located in the building. Reference to building structure is not allowed. Subcontractors must report any discrepancies in dimensions or location to the Dürr site office as soon as possible.

6. Site Access Control

- 6.1. The job site is not open to the public. The site is open to companies and individuals having business with the Owner, Dürr Systems, Inc., and other approved Subcontractors. The Subcontractor is responsible for the safety of any vendor or supplier invited to the project and/or on the property. Visitors invited to the site by Subcontractors must conform to the requirements of the Dürr specifications and visitor pass procedures (see below). The *Subcontractor* must notify the Dürr site office and site security personnel of the names of suppliers or vendors that will be making deliveries to the site.
- 6.2. All Subcontractor personnel on this project must attend a worker safety orientation prior to starting work on the jobsite (coordinate with your Durr contact). Details to be discussed with Durr representation on site.
- 6.3. All Subcontractor vehicles and equipment to be brought on site must be properly identified with a company name and/or logo and be company insured.

7. Visitors to the Site

- 7.1.1. All Subcontractor supervision must be aware that the health and safety of a salesman, vendor and service personnel invited on the site and Owner's property are the responsibility of the Subcontractor issuing the invitation. Contract terms and conditions extend to the visitors, vendors and service Subcontractor personnel while on the jobsite. All visitors to the construction site must be accompanied by a guide or escort from the company that invited the visitor to the site. Unescorted visitors will be removed from the site.
 - 7.2. All visitors to the site must read the visitors' procedure attached and obtain a visitor's pass from the Site Security Guard before entering the construction area.

8. **Parking**

8.1. This site might be congested during building construction and process equipment installation. Parking will be controlled. Subcontractors will be restricted to the number of passes allowing parking at the office area. All craft personnel must park in the designated parking areas. Vehicles improperly parked may be towed at the owner's expense.



9. Material Control

- 9.1. Schedule for material deliveries needs to be coordinated with your Durr contact. The Subcontractor will be responsible for escorting all deliveries on the jobsite and promptly unloading the shipments. The Subcontractor will be responsible for any demurrage charges for delay in unloading trucks.
- 9.2. A Gate Pass might be required for <u>all</u> material being removed from the jobsite (please check with your Durr main contact).
- 9.3. Please check with your Durr contact regarding any Dürr Purchased Equipment Site Receiving Procedures.

10. Site Coordination Meetings

10.1. While work is being performed on site, Subcontractor supervisor(s) will be required to attend the Dürr weekly coordination and safety meeting.

11. Reports

11.1. Subcontractors will be required to provide certain documents (like for example a daily activity report) to the Dürr site supervisor (a list of reports that might/ will be required are listed in item 21). These reports are due as specified by Dürr Site Contact. A detailed man-hours report are required to be submitted to the Dürr site office by the last day of each month. This report will indicate all hours worked by a trade in the previous month for the Subcontractor. These reports will, also, include all sub-Subcontractors.

12. Care of Concrete Slabs

12.1. The concrete slabs in the building are a finished product. All Subcontractors are required to protect this finished work. Equipment operating on concrete slabs must be fitted with plastic diapers to prevent oil spills or stains and wood softeners to prevent marking or damaging the concrete floor. All equipment must be clearly labeled with the name of the operating Subcontractor with six (6) inch high letters. Subcontractors will be financially responsible for cleaning the slab to remove oil stains, tire tracks and/or repair any damage done to the floor slab. (Tire covers are recommended if tires used will create marks on new floor slabs.)

Loads from construction plant and equipment must not exceed those quoted in the "Table of Weight Restrictions".

The following guidelines must be used to protect the floor slab when using cutting and threading machines:

- 12.1.1. Cover concrete with plastic.
- 12.1.2. Lay a minimum of one 4 ft x 8 ft plywood sheet over the plastic (plastic should not extend past plywood).
- 12.1.3. Use drip pan of sufficient size for the equipment to be set in and to catch dripping oil on the plywood. (Standard oiling bucket will set in drip pan).
- 12.1.4. Use oil absorbent material in drip pan (dry wall is recommended).



- 12.1.5. Ensure oil and absorbent is not tracked from the work area.
- 12.1.6. Daily clean up of the area is required.

13. Rigging and Equipment Restrictions

- 13.1. All rigging or lifting activities utilizing building structure must be submitted in writing to Dürr for approval. The rigging plan must show weight and methods of installation. Approval of rigging or hanging method must be given in writing unless shown on the Dürr drawing. **Do not rig from the building structure** without written approval. The architect will allow no welding to the building structure without written authorization.
- 13.2. The size of lifting equipment used in the building will be restricted to knuckle type boom lifts and minimum sized platform lifts as needed to perform the work. Any Subcontractor planning to use equipment with a footprint larger than six (6) Feet Square must receive approval from the Dürr site office prior to moving the equipment on site.

14. Clean-up

- 14.1. All site Subcontractors are responsible for continuous site cleanup. All Subcontractors will be required to clean up their respective work area at the end of each workday. All Subcontractors must perform a roll up of all welding leads and extension cords at the end of each workday. Dürr will require that all motorized equipment be removed from the building on a weekly basis to support site clean up. The receiving Subcontractor must place all dunnage, shipping packaging, excess materials and trash in the appropriate container located outside the building. Please refer to site conditions document for clarification.
- 14.2. Failure to maintain a neat and tidy work area will result in back charges to the Subcontractor for clean up and / or overtime worked by the general clean up crew. Additional instructions are outlined in the site conditions document attached.

15. Food and Smoking Policy

15.1. Restrictions on food and tobacco products in the building will be in effect. Eating and use of tobacco products will only be permitted in designated areas (this is subject to further confirmation). The Site Manager will advise specific timings and areas affected.

16. Lint-Free Suits

- 16.1. Once cleaning and flushing of certain systems is in progress, lint-free suits will be required in designated areas of the building. The Site Manager will advise specific timings and areas affected.
- 16.2. It is each Subcontractor's responsibility to provide Dürr approved lint-free suits as necessary for their employees and their visitors.



17. Silicone Prohibition

17.1. All Subcontractors are reminded of the Silicone prohibition requirements on this project. Subcontractors must provide a list of proposed products to be used on this project to the Dürr Site Coordinator for review and evaluation for paint compatibility by the Owner and paint suppliers. Paint Compatibility testing will be required as detailed below.

18. Paint Compatibility Testing

- 18.1. All items and materials used or installed on this project may need to be tested for compatibility with the paint process.
- 18.2. Subcontractors shall submit a complete list with Safety Data Sheets (SDS) of all materials to be used (caulking, sealant, lubricants, cleaners, adhesives, etc.). As required the Subcontractor will be advised to submit a sample for testing, along with an SDS sheet for each item. The sample must be in a clean sample jar to avoid contamination. Samples in pop bottles, used containers will not be accepted. Please submit these samples in accordance with client/project procedures.
- 18.3. All items must be clearly identified and must be accompanied by the appropriate SDS sheet. Subcontractors must coordinate this activity and allow two (2) weeks for approval on items that were on the original list. Tested materials shall require an additional two (2) weeks for results.

19. Punch-Listing

19.1. Each Subcontractor is responsible for punch-listing their work. Completed Subcontractor punch-lists must be submitted to the Dürr supervisor. When the Subcontractor has completed his punch-list works, his work will be punch-listed by Dürr. When all Dürr punchlisting is completed, the Owner will conduct their punchlisting.



20. Site Conditions

Construction Cleaning

Summary -

Recognizing that construction processes creates debris, waste material, dirt and other rubbish, and that the accumulation of these products impedes work progress and are a safety hazard, an eyesore, and a violation of local regulations, each Sub-Contractor who bids and accepts a Contract for any portion of the work, accepts the positive responsibility of keeping the work site clean as defined herein, and agrees to comply with the spirit as well as the letter of this Specification. If, in the sole opinion of Durr or it's Construction Manager, the Sub-Contractor does not maintain a safe, clean work place, Durr or it's Construction Manager will order cleanup to be done by another source and deduct cost thereof from moneys due to the Sub-Contractor or among various Sub-Contractors proportionately in such a manner as seems proper to Durr.

- a.) Durr reserves the right to act on behalf of the Owner pertaining to the cleanup responsibility that is a part of each *Subcontractor's* work. The cleaning up included in the General Conditions and the statement concerning cleanup which is included in the Site Manual will serve as the required notice called for in the General Conditions.
- b.) All equipment entering the jobsite, i.e. gangboxes, pipethreaders, manlifts, cranes, etc., must be equipped with identification of ownership. The identification means shall include at minimum the following; Sub-Contractors name, phone #, equipment ID number. All Sub-Contractors will be required to keep a serialized log of all their equipment on site showing the equipment description and approximate building location.
- c.) Any pipe-threading or cutting machines sent out to the jobsite are to be a complete system inclusive of an oil catch-pan containing approved absorbent material other than granular, to protect the building floor. Floor damage caused by a Sub-Contractor will be rectified by that Sub-Contractor.

Daily definable cleaning -

- As debris is created, it will be the responsibility of each Sub-Contractor to
 place his rubbish and debris into proper container(s) as provided by that
 Sub-Contractor to guard against fire and safety hazards as well as to provide
 a more efficient construction operation for all Sub-Contractors. Selfgenerated debris and material will be cleaned up by the Sub-Contractor
 creating it on a daily basis.
- All Sub-Contractors shall execute daily cleaning to ensure that building, grounds and public properties are maintained free from accumulation of waste materials and rubbish.
- Handle materials in a controlled manner. Do not drop or throw materials from heights. Control dust and dirt disposal should be handled such that it does not become airborne.
- Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not damage finished surfaces or adjacent



- property.
- Place no new work on dirty surfaces.
- Cleaning equipment (brooms, shovels, barrels, etc.) and accessories (dust masks, etc.) will be the responsibility of each Sub-Contractor to provide for their cleanup.
- A portable vacuum shall be used <u>during</u> coring or drilling concrete holes.

Final cleaning -

- Each Sub-Contractor shall perform his respective final cleanup and shall leave the project in a clean, neat condition, prior to final acceptance of their work.
 Scheduling of final cleaning will be at the direction of Durr.
- The following are examples, but do not define limits, of cleaning levels required:
 - Remove labels which are not required as permanent labels. Clean all permanent labels.
 - Clean transparent materials, including mirrors and window/door glass to a
 polished condition, removing substances which are noticeable as vision
 obscuring materials. Replace broken glass and damaged transparent materials.
 - Clean exposed exterior and interior hard surfaced finishes to a dirt free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflection condition.
 - Wipe surfaces of mechanical and electrical equipment clean. Remove excess lubrication and other substances.
 - Remove debris and surface dust from limited access spaces, including roofs, plenums above ceilings, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
 - Clean concrete floors in non-occupied spaces broom clean.
 - Vacuum clean carpeted surfaces and similar soft surfaces. Vacuum, mop and clean all hard surfaces.
 - Clean plumbing fixtures to a sanitary condition, free of stains, including those resulting from water exposure.
 - Clean light fixtures, lenses and lamps so as to function with full efficiency.

Porta-o-lets (Toilet facilities) and any portable or temporary toilet facilities

Summary -

- The cost of Porta-o-lets and any toilet facilities will be borne by Subcontractor.
- Porta-o-lets and toilet facilities for contractor's trailer will be the responsibility of each sub-contractor. Porta-o-lets must meet all health and safety requirements and be kept clean

Trailer City Services

Summary -

- It is each individual Sub-Contractors responsibility to provide **all** utility services to their own site trailers. Trailers are to be located in the Durr designated area.
- Maintaining of these site trailers and their surroundings will be the Sub-Contractors responsibility.



21. Sample Forms - Examples

- 21.1. The following forms and procedures will be applicable to this project (not an exhaustive list). Talk to your Site manager to get forms for your specific project:
 - 21.1.1. **Subcontractor Daily Report** Completed by the Subcontractor site representative. Provided to the Dürr site representative by 9 A.M. of the next business day after the work is performed.
 - 21.1.2. **Parking Permit Application** Distributed by Dürr site safety supervisor.
 - 21.1.3. **Receiving Report** Completed by Dürr for all Dürr provided equipment. Signed by Subcontractor representative and returned to Dürr.
 - 21.1.4. **Notification of Off Shift Work** Completed by Subcontractor. Sent to Dürr site office in the appropriate time frame for approval.
 - 21.1.5. **Monthly Manpower Totals by Trade** Completed by Subcontractor. Sent to Dürr site office by the first day of the month following the report month.
 - 21.1.6. **Gate Pass** Completed by Subcontractor. Required for removal of any material from the jobsite.
 - 21.1.7. Punchlisting Form
 - 21.1.8. **Visitor's Procedure** To be adhered to by all Subcontractors active on site.
 - 21.1.9. Extra Work Request Cost estimate to be filled out for any additional extra work discuss process with Durr Site / Project Manager. You are not authorized to proceed without documented authorization by Durr Site/Project Management

22. Clean Construction Manual

22.1. The document defines the minimum acceptable levels of construction cleanliness for construction material, construction equipment, Electrical equipment and the construction Site. The expectations defined must be maintained during all phases of construction to ensure a safe, efficient and productive work site.



LEADING IN PRODUCTION EFFICIENCY

CLEAN CONSTRUCTION MANUAL

FOR PROJECTS









Rev. 160927

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Introduction

- 1. In recognition of the effect that cleanliness has on safety, efficiency, performance and cost this manual defines the minimum expectations for site cleanliness to be maintained, by contractors, during all phases of construction.
- 2. The minimum acceptable cleanliness for Construction Material, Construction Equipment, Manufactured Equipment, Electrical Equipment, and the Construction Site are addressed in this manual. The written description of acceptable cleanliness for each item is accompanied by pictures of acceptable and/or unacceptable cleanliness. Additionally, each picture contains a graphic symbol to represent acceptable or unacceptable cleanliness. The symbols are as follows:
 - A. Acceptable



B. Unacceptable





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Control Plan

- 1. Knowledge of, and adherence to, the minimum acceptable cleanliness standards contained in this manual is the responsibility of all personnel.
- 2. The Subcontractor Site Supervisor is tasked with ensuring their personnel are familiar with the minimum acceptable cleanliness standards. Additionally, the Subcontractor Site Supervisor is charged with attaining and maintaining the minimal acceptable cleanliness standards for material and equipment under their control.
- 3. Members of the Dürr Project Team will enforce the minimum acceptable cleanliness standards contained in this manual. The central means of enforcement will be through the use of tickets issued when an unacceptable condition is observed. The Subcontractor Site Supervisor is to properly address the unacceptable condition within 24 hours of being issued a ticket.
- 4. Upon issuance of a ticket the Subcontractor Site Supervisor will address the unacceptable condition and notify the ticket issuer that the unacceptable condition has been resolved. The ticket issuer will then verify that the unacceptable condition has been resolved.
- 5. An "offense" is defined as the issuance of a ticket <u>or</u> failing to properly address the unacceptable condition within 24 hours. Each incident will be counted as a single offense. The Subcontractor Project Manager will be notified of each offense.
- 6. After three (3) offenses, whether related to a particular unacceptable condition, or accumulated over the contract period, the Owner will be notified of the subcontractor foreman's failure to attain or maintain acceptable cleanliness standards.
- 7. After four (4) offenses the Owner will be asked to meet with a member of the Tri-Venture project management team and discuss remedies to ensure that the minimum acceptable cleanliness standards are attained and maintained.
- 8. After five (5) offenses have been accumulated the Subcontractor Site Supervisor will be removed from the site.

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Construction Material: Sheet Metal







Acceptable

Delivered

- No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil
- Tarped or shrink-wrapped

Site Storage

- Contractor Identified
- Usage Identified
- Tarped, shrink-wrapped, or protected from environment.
- >> Neatly Stacked.
- Supported on dunnage



Acceptable

>> Installation

- No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil
- Shipping Labels and ID Stickers Removed

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Construction Material: Structural Steel







Acceptable

Delivered

Cleaned, Sanded, and Prime/Finish Painted.

Site Storage

- Contractor Identified
- Minimal Quantity
- Neatly Stacked/Stored
- Supported on Dunnage
- Out of Mud
- Out of roadways and thoroughfares

>> Installation

- >> No Rust
- No Debris
- >> No Dirt./Mud
- No Grease
- No Oil



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Construction Material: Pipe/Conduit







Acceptable

Delivered

- No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil
- Piping Ends Capped
- Tarped or Shrink Wrapped

Site Storage

- Contractor Identified
- Material Identified
- Minimal Quantity
- Tarped, shrink wrapped, or protected from environment.
- Stacked or stored neatly off of floor or in racks.
- Placed on dunnage, cribbing, or pallets, and not leaned against building/process columns, equipment, or walls.
- Properly secured against displacement off cribbing, e.g., pipe properly blocked to prevent roll-off



Acceptable

>> Installation

- No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil

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Construction Material:

Cable Tray







Acceptable

Delivered

- >>> No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil
- Tarped or Shrink Wrapped

Site Storage

- Contractor Identified
- Material Identified
- Minimal Quantity
- Tarped, shrink wrapped, or protected from environment.
- Neatly Stacked/Stored
- Supported on dunnage
- Not protruding into aisles or other walkways, stairs, or ladders



Acceptable

>> Installation

- >> No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil

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Construction Material: Wire/Cable







Acceptable

Delivered

- No Debris
- No Dirt
- >> Tarped or Shrink Wrapped

Site Storage

- Contractor Identified
- Material Identified
- Minimal Quantity
- Tarped, shrink wrapped, or protected from environment.
- Neatly Stacked/Stored
- Stored on racks or supported on dunnage,/pallets as necessary
- Properly spooled or wrapped
- No loose ends or wire/cable strewn about floor.

>> Installation

- >>> No Rust
- No Debris



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Manufactured Equipment: Insulation







Acceptable

Delivered

- No Debris
- No Dirt
- No Grease
- >> No Oil
- Boxed and/or Shrink Wrapped

>> Site Storage

- Contractor Identified
- Material Identified
- Minimal Quantity
- Boxed, shrink wrapped, or protected from environment.
- Neatly Stacked/Stored
- Supported on pallets/dunnage

>> Installation

- No Debris
- No Dirt
- No Grease
- >> No Oil



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Construction Material: Gas Cylinders/Tanks







Acceptable

- Stored at t approved locations only.
- Contractor Identified
- Minimal Quantity
- Material neatly and safely stacked/stored.
- In approved storage apparatus and in designated areas.
- Standoff distances maintained.
- Gas cylinders segregated as required
- No flammable material in nonapproved areas.
- Empty gas bottles promptly removed
- Warning signage properly affixed on storage container
- Fire extinguisher available at location.



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Construction Equipment: Pipe Threading/Cutting Machine







Acceptable

- Set-up in approved areas only
- Contractor Identified
- Free of excess oil
- Free of excess waste material
- No Leaks
- Drip pan of ample size under machine to contain fluids
- Approved oil absorbent material in pans, e.g., pads
- Not used near heat source
- Conduit and pipe scrap removed from floor area
- Spill kit available in area



Construction Equipment: **Gang Box**







Acceptable

- Contractor Identified
- Minimal Quantity
- Boxes neatly stored on site in approved area.
- Boxes on wheels with wheel locks.
- Material neatly stored in boxes.
- No flammable/toxic material storage in non-approved boxes.
- No incompatible material in boxes.



Construction Equipment: Powered Equipment







Acceptable

Building Exterior Use

- Contractor Identified
- No excess grease/oil.
- No Leaks

Building Interior Use

- Contractor Identified
- Electric or Propane Powered
- Gas/Diesel only where approved.
- No Dirt/Dust
- >> No excess grease/oil.
- No Leaks
- >>> Tire covers or white tires, as required.
- "Diapers" Installed.

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Conveyor





Acceptable

Delivered

- No Rust
- No Debris
- >>> No Dirt
- >> No Excess Grease
- >> No Excess Oil
- >> Tarped or Shrink Wrapped

>> Site Storage

- Contractor Identified
- Usage Identified
- Minimal Quantity
- Tarped, shrink wrapped or protected from environment.
- Neatly Stacked/Stored
- Supported on Dunnage

>> Installation

- No Rust
- No Debris
- No Dirt
- >> No Excess Grease
- >> No Excess Oil



DÜRR

<u>Fans</u>





Acceptable

Delivered

- No Rust
- No Debris
- No Dirt
- No Excess Grease
- No Excess Oil
- Openings Capped
- Tarped or Shrink Wrapped

Site Storage

- Contractor Identified
- Usage Identified
- Tarped, shrink wrapped, or protected from environment.
- Supported on Dunnage

Acceptable

>> Installation

- >> No Rust
- No Debris
- No Dirt
- No Excess Grease
- No Excess Oil

Air Supply House (ASH)/ Filter House



Acceptable

Delivered

- >> No Rust
- No Debris
- >>> No Dirt
- No Grease
- No Oil
- Openings Capped
- Tarped or Shrink Wrapped

Site Storage

- Contractor Identified
- Usage Identified
- Tarped, shrink wrapped, or protected from environment.
- Supported on Dunnage

Acceptable

>> Installation

No Rust

DÜRR

- No Debris
- No Dirt
- No Grease
- >> No Oil

DÜRR

Gas Trains





Acceptable

Delivered

- No Rust
- No Debris
- >> No Dirt
- No Grease
- >> No Oil
- Openings Capped
- Tarped or Shrink Wrapped

Site Storage

- Contractor Identified
- >> Usage Identified
- >>> Tarped, shrink wrapped, or protected from environment.
- Supported on Dunnage

Acceptable

>> Installation

- No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil

Heater Boxes







Acceptable

- Delivered
 - No Rust
 - No Debris
 - No Dirt
 - No Grease
 - >> No Oil
 - >> Openings Capped
 - >> Tarped or Shrink Wrapped

Site Storage

- Contractor Identified
- Usage Identified
- Tarped, shrink wrapped, or protected from environment.
- Supported on Dunnage

>> Installation

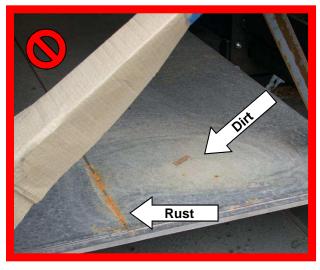
- >>> No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil





<u>Ovens</u>





Acceptable

Delivered

- No Rust
- No Debris
- >> No Dirt
- No Grease
- >> No Oil
- >> Tarped or Shrink Wrapped

>> Site Storage

- Contractor Identified
- >>> Usage Identified
- Tarped, shrink wrapped, or protected from environment.
- Supported on Dunnage

>> Installation

- >> No Rust
- No Debris
- >> No Dirt
- No Grease
- >> No Oil



Manufactured Equipment: Tanks







Acceptable

Delivered

- No Rust
- No Debris
- >>> No Dirt
- No Grease
- >> No Oil
- >> Tarped or Shrink Wrapped

Site Storage

- Contractor Identified
- Usage Identified
- >>> Tarped, shrink wrapped, or protected from environment.
- Supported on Dunnage

Acceptable

>> Installation

- No Rust
- No Debris
- >> No Dirt
- No Grease
- >> No Oil

Manufactured Equipment: Stacks





Acceptable

Delivered

- No Rust
- No Debris
- >> No Dirt
- No Grease
- >> No Oil
- >> Openings Capped
- >> Tarped or Shrink Wrapped

Site Storage

- Contractor Identified
- Usage Identified
- >>> Tarped, shrink wrapped, or protected from environment.
- Supported on Dunnage

Acceptable

- >> No Rust
- No Debris
- No Dirt
- No Grease
- No Oil

Equipment Skid







Acceptable

Delivered

- No Rust
- No Debris
- >>> No Dirt
- >> No Excess Grease
- No Excess Oil
- >> Openings Capped
- Tarped or Shrink Wrapped

Site Storage

- Contractor Identified
- Usage Identified
- Tarped, shrink wrapped, or protected from environment.
- Supported on Dunnage

>> Installation

- No Rust
- No Debris
- >> No Dirt
- No Excess Grease
- No Excess Oil





Duct





Acceptable

Delivered

- No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil
- Openings Capped
- >> Tarped or Shrink Wrapped

Site Storage

- Contractor Identified
- Usage Identified
- Minimal Quantity
- Tarped, shrink wrapped, or protected from environment.
- Supported on Dunnage

Acceptable

>> Installation

- No Rust
- No Debris
- >> No Dirt
- No Grease
- >> No Oil
- Shipping Labels and ID Stickers Removed

DÜRR

Damper





Acceptable

Delivered

- No Rust
- No Debris
- No Dirt
- No Excess Grease
- >> No Excess Oil
- Cleaned
- Openings Capped
- Boxed, Tarped and/or Shrink Wrapped

Site Storage

- Contractor Identified
- Usage Identified
- Tarped, shrink wrapped, or protected from environment.. End caps only when indoors.
- Neatly Stacked/Stored
- Supported on Dunnage



Acceptable

>> Installation

- No Rust
- No Debris
- No Dirt
- No Excess Grease
- >> No Excess Oil



Door/Window





Acceptable

Delivered

- >> No Rust
- No Debris
- >> No Dirt
- No Grease
- >> No Oil
- >> Hardware installed, where possible.
- Boxed, Tarped and/or Shrink Wrapped

Site Storage

- Contractor Identified
- >> Usage Identified
- Minimal Quantity
- **Description** Boxed, tarped, shrink wrapped, or protected from environment.
- Neatly Stacked/Stored
- Supported on Dunnage

>> Installation

- No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil

Manufactured Equipment: Mechanical Components







Acceptable

Delivered

- No Rust
- No Debris
- >> No Dirt
- No Grease
- >> No Oil
- Boxed, Tarped and/or Shrink Wrapped

>> Site Storage

- Contractor Identified
- Material Identified
- Minimal Quantity
- **>>>** Boxed, tarped, shrink wrapped, or protected from environment.
- Neatly Stacked/Stored
- Supported on dunnage, as necessary.

>> Installation

- >> No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil

Manufactured Equipment: Lights





Acceptable

Delivered

- No Rust
- No Debris
- >> No Dirt
- No Grease
- >> No Oil
- Boxed, Tarped and/or Shrink Wrapped

>> Site Storage

- Contractor Identified
- Material Identified
- Minimal Quantity
- **Boxed**, tarped, shrink wrapped, or protected from environment.
- Neatly Stacked/Stored
- Supported on Dunnage

Acceptable

>> Installation

- >> No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil

Manufactured Equipment: Filters





Acceptable

Delivered

- No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil
- Boxed and/or Shrink Wrapped

Site Storage

- Contractor Identified
- Material Identified
- Minimal Quantity
- **>>>** Boxed, shrink wrapped, or protected from environment.
- Neatly Stacked/Stored
- Supported on Dunnage

Acceptable

- No Rust
- >>> No Debris
- No Dirt
- No Grease
- >> No Oil

Electrical Equipment:



Electrical Panels and Boxes





Acceptable

Delivered

- >> No Rust
- No Debris
- >> No Dirt
- No Grease
- >> No Oil
- Cleaned and Tacked
- Shrink Wrapped

>> Site Storage

- Contractor Identified
- Usage Identified
- Shrink wrapped, or protected from environment.
- Neatly Stacked/Stored
- Supported on dunnage.
- Secured from tipping as required

Acceptable

>> Installation

- No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil
- Cleaned and Tacked

Electrical Equipment: Electrical Components







Acceptable

Delivered

- No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil
- Boxed, Tarped and/or Shrink Wrapped

Site Storage

- Contractor Identified
- Material Identified
- Minimal Quantity
- Boxed, tarped, shrink wrapped, or protected from environment.
- Neatly Stacked/Stored
- Supported on Dunnage, as necessary.

>> Installation

- >> No Rust
- No Debris
- No Dirt
- No Grease
- >> No Oil



Construction Site: Laydown Areas







Acceptable

- Contractor Identified
- Minimal Quantity
- Material neatly stacked/stored.
- >>> Supported on dunnage, as necessary.
- >> No trash or excess dunnage.
- **>>>** Boxed, tarped, shrink wrapped, or protected from environment.
- >>> No flammable/toxic material storage in non-approved areas.

Construction Site: Dumpsters







Acceptable

- Contractor Identified
- Point of contact for removal identified on dumpster.
- Material to be put in dumpster identified on dumpster.
- No trash or excess dunnage on or around dumpster.



Construction Site:

Trash Receptacles







Acceptable

- Contractor Identified
- Point of contact for removal identified on receptacle.
- Material to be put in receptacle identified on dumpster.
- >> No trash on or around receptacle.
- >>> Emptied on a regular basis.
- >>> Trash and debris segregated as required



Construction Site: Stores







Acceptable

- Material Identified
- Minimal Quantity
- Material neatly stacked/stored.
- >> No trash or excess dunnage.
- **>>>** Boxed, tarped, shrink wrapped, or protected from environment.
- No flammable/toxic material storage in non-approved areas.
- Aisles maintained clear of material and trip hazards
- Material segregated as required

Construction Site: Break Areas







Acceptable

- >>> Contractor identified, where applicable.
- >> Neat and clean appearance at all times.
- >> No trash in or around break area.
- Adequate trash receptacles available.
- >>> Clean and broom sweep on a daily basis.
- >>> Empty trash receptacles on a daily basis.



Construction Site: **Bulk Material Storage**







Acceptable

- Contractor Identified
- Material/Usage Identified
- Minimal Quantity
- Material neatly stacked/stored.
- Supported on dunnage, as necessary.
- No trash or excess dunnage.
- **>>>** Boxed, tarped, shrink wrapped, or protected from environment.
- No flammable/toxic material storage in non-approved areas.
- Material segregated as required
- Distances from facilities and structures maintained to meet regulatory and/or site requirements
- Fire extinguisher available as required

Construction Site: Palletized Material







Acceptable

- Contractor Identified
- Material/Usage Identified
- Minimal Quantity
- Material neatly stacked/stored.
- Supported on dunnage, as necessary.
- No trash or excess dunnage.
- Boxed, tarped, shrink wrapped, or protected from environment.
- No flammable/toxic material storage in non-approved areas.
- Material segregated as required
- Distances from facilities and structures maintained to meet regulatory and/or site requirements
- Fire extinguisher available as required



Construction Site: Construction Clean







Acceptable

- Only required equipment and/or material in space.
- No Debris
- No Trash
- No Dunnage
- >> No construction material or equipment.
- >> No Gang Boxes.



Construction Site:

DÜRR

Deep Clean





Acceptable

- Only required equipment/material in space.
- No Debris
- No Trash
- No Dunnage
- >> No construction material or equipment.
- >> No Gang Boxes.
- No Rust
- No Dirt
- No Grease
- >> No Oil
- Swept
- Vacuumed
- Cleaned
- Tacked

Construction Site: Final Site Clean







Acceptable

- No Debris
- >> No Trash
- No pallets or dunnage
- >> No construction material or equipment.
- >> No trailers or gang boxes.
- >>> Final Grade