



**Northbrook Public Library**

**2<sup>nd</sup> Floor Study Rooms and  
Penthouse Repairs  
Addendum #1**

**Construction Manual**

November 25<sup>th</sup>, 2019

**Owner:**  
Northbrook Public Library  
1201 Cedar Lane  
Northbrook, Illinois 60062

**Architect:**  
Product Architecture + Design  
811 W. Evergreen Ave., Suite 405  
Chicago, Illinois 60642

**Construction Manager:**  
Pepper Construction Company  
411 Lake Zurich Rd.  
Barrington, IL 60010



SECTION 000100  
TABLE OF CONTENTS

**CONSTRUCTION MANUAL**

**Bid Period #1** – General Trades, Metal Panels, Painting, Fire Protection, HVAC, and Electrical

Project: Northbrook Public Library  
2<sup>nd</sup> Floor Study Rooms and Penthouse Repairs

Owner: Board of Library Trustees of the Village of Northbrook  
Northbrook Public Library  
1201 Cedar Lane  
Northbrook, Illinois 60062

Architect: Product Architecture + Design  
811 W. Evergreen Ave., Suite 405  
Chicago, Illinois 60642  
(312) 202-0701

Date: November 25, 2019

DIVISION                      SECTION TITLE

---

**DIVISION 00 – GENERAL REQUIREMENTS**

000100	TABLE OF CONTENTS
001000	CM INSTRUCTIONS TO BIDDERS
002000	DRAWING INDEX
003100	BID FORM
003200	BID PACKAGE SCOPE OF WORK
003300	PROJECT SCHEDULE
004000	PEPPER PREQUALIFICATION
005000	LABOR RATES & CO ANALYSIS WORKSHEET
006000	PRIME TRADE AGREEMENT SAMPLE
007000	OWNER/CM AGREEMENT
008000	PEPPER SAFETY REQUIRMENTS
009000	INSURANCE REQUIRMENTS

END OF TABLE OF CONTENTS SECTION

SECTION 001000  
CM INSTRUCTIONS TO BIDDER

**PROJECT DESCRIPTION:** The Scope of Work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary for the 2nd Floor Study Rooms and the Replacement of the Metal Panels to the Existing Library Penthouse.

**BID PERIOD #1**

<b><u>Bid Packages:</u></b>
Bid Package #1 – General Trades
Bid Package #2 – Metal Panels
Bid Package #3 – Painting
Bid Package #4 – Fire Protection
Bid Package #5 – Heating, Ventilation, Air Conditioning and Building Automation
Bid Package #6 – Electrical, Fire Alarm, Low Voltage

**1. PREPARATION OF BIDS**

Sealed Bids including 10% BID GUARANTEE are to be hand delivered by:

**Friday, December 6<sup>th</sup>, 2019 at 9:30 AM (local time)** \*see "Bid Notice" for details.

To the following address: Northbrook Public Library  
Attn: Anna Amen  
2<sup>nd</sup> Floor Business Office  
1201 Cedar Lane  
Northbrook, Illinois 60062

All bids must be submitted in a sealed envelope. Envelope must contain the project name, bidding company, bid opening date & time and trade package description.

A **MANDATORY pre-bid meeting** will be held **Friday November 15<sup>th</sup>, 2019 at 7:30 AM** at Northbrook Public Library tech services area, meeting location is at the building's north entrance. Bidder's failure to attend the mandatory pre-bid meeting will be grounds for bid rejection.

**2. BID DOCUMENTS**

All Drawings including the Drawing Index, Invitation to Bid, Bid Notice, Instruction to Bidders, Supplemental Instructions to Bidders, Pepper Construction Company Construction Manual, Asbestos

Notification Form (if applicable), Prevailing Wage Rate Schedule, Agreement between Owner and Construction Manager (hereinafter the Agreement), Conditions of the Contract (General and Supplementary), Drawings, Schedules, Specifications, and Addenda issued prior to execution of the Contract.

*NOTE: It is the responsibility of the Prime Trade Contractor to review the drawings and specifications and advise Pepper Construction Company if additional documents are needed for the Prime Trade Contractor to complete pricing of the work.*

### 3. QUESTIONS

Submit questions/RFI's concerning the project, **IN WRITING**, via e-mail to the attention of Sean Scott ([sscott@pepperconstruction.com](mailto:sscott@pepperconstruction.com)). RFIs will not be accepted after 12:00 PM (local time) on Friday, November 11<sup>th</sup>, 2019.

### 4. BID SECURITY

Bid security in the form of a certified check, cashier's check, bank draft or bid bond made payable to Northbrook Public Library in an amount equal to ten percent (10%) of the base bid is required of all parties submitting a proposal. Company or personal checks are not permitted.

\*see "Bid Notice" for details.

### 5. BID FORMAT

All bids shall be submitted in a sealed envelope in duplicate. The included bid form (see section 003100 Bid Form in the Construction Manual) must be filled out in its entirety. **If the bid form is not filled out in its entirety, the bid may be considered as not responsive.** Attach any additional information requested in the Bid Form and complete any required submittals for prequalification with Pepper Construction Company.

### 6. TAXES

This project is **tax exempt**. A tax-exempt letter will be provided upon award.

### 7. PREVAILING WAGES

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). The Contractor will be required to submit electronic copies of their certified payrolls with each application for payment.

### 8. PRIME TRADE AGREEMENT

Upon award the Contracts will be assigned by Northbrook Public Library to Pepper Construction Company, the Construction Manager (CM), and administration of the Contract by the CM and enter into a Prime Trade Agreement Contract with the CM according to the terms and conditions of Pepper Construction Company Prime Trade Agreement and all other requirements set forth in the bid documents. Reference all bid documents, including but not limited to, Section 006000

CM/Prime Trade Agreement, Section 007000 Owner/CM Agreement and Section 009000 Insurance Requirements.

**9. INSURANCE REQUIREMENTS**

See requirements included in this manual.

**10. BID REJECTION**

The Northbrook Public Library reserves the right to accept or reject any or all bids, reject nonconforming bids, reject conditional bids, waive irregularities in the bidding procedures, or to accept any bid that, in its sole opinion, best serves the interests of the Library.

**11. LICENSE**

Any license or fees required to perform the work shall be the responsibility of each prime trade contractor.

**12. PERMITS AND FEES**

All costs associated with permit and fees, shall be paid by the respective prime trade contractor. (Owner will pay for General Building Permit.)

**13. CONDITIONS AFFECTING THE WORK**

It is **required** the Bidder familiarize itself with the site and existing conditions under which the work is to be performed, which may impact the work and or the cost of the work. Conditions observed should be correlated with the requirements of the Contract Documents. Existing conditions include, but are not limited to: the existing site, existing structures, obvious obstructions not shown on the Bid Documents, etc. Failure to familiarize itself with local conditions shall in no way relieve the Bidder from the responsibility for properly estimating the difficulty and or costs of successful performing the work, and shall not be construed as a basis for subsequently initiating a change in the contract amount and/or time.

All Bidders are to include in their proposal the cost of missing design information or any items necessary for their respective trades, which would be required to fulfill the design intent of the contract documents. The intent of this is to ensure the Owner has purchased a complete and functional system.

THIS PAGE WAS INTENTIONALLY LEFT BLANK

END OF CM INSTRUCTIONS TO BIDDERS

**SECTION 002000  
DRAWING INDEX**

**1.0 DRAWING INDEX**

1. The following documents make up the contract drawings associated with Bid Period #1 for the First Floor Interior Renovation project.

<b>Sheet Number</b>	<b>Description</b>	<b>Dated</b>
A0.0	Cover Sheet	10/21/19
A1.0	Level 2 New and Demo Plans and Reflected Ceiling Plans	10/21/19
A2.0	Level 3 Penthouse Plans, Elevations, and Wall Sections	10/21/19
A2.1	Level 3 Penthouse Details and Photos	10/21/19
M1.0	Mechanical New Plan	10/21/19
E1.0	Electrical New Plans	10/21/19
FP1.0	Fire Protection New Plan	10/21/19

2. Drawing sheets may be added, modified or deleted with issuances of bid addendums.

END OF DRAWING INDEX SECTION



**BID FORM**

BID DUE DATE: **Friday December 6<sup>th</sup> @ 9:30 AM**  
***Bid shall be submitted in triplicate (1 original, 2 copies)***

BID TO: **Northbrook Public Library**  
***Attn: Business Office, 2<sup>nd</sup> floor.***  
1201 Cedar Lane  
Northbrook, IL 60062

BID FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BID FOR: **Northbrook Public Library – 2<sup>nd</sup> Floor Study Rooms and Penthouse Repairs**  
1201 Cedar Lane  
Northbrook, IL 60062

BID PACKAGE: \_\_\_\_\_

**The Undersigned Acknowledges Receipt of:**

Bid Documents for the work indicated above, including the Drawings, Bid Exhibits (as outlined in Bid Instructions) and all Addenda listed below:

Drawing List: Listed on sheet A0.0 of drawings as prepared by Product Architecture + Design (architect) and Building Engineering Systems (engineer) dated 10.21.19

Addenda: No. 01, dated 11.18.19  
No. \_\_\_\_\_, dated \_\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_

(Failure to acknowledge all addendum on the Bid Form may subject the Bidder to disqualification.)

Having examined the site of the work, and having familiarized himself or herself with local conditions and existing site conditions affecting the cost of the work and with all requirements of the bidding

documents, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him or her by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

**The Undersigned Agrees:**

To furnish and/or install the described material and/or services for stated lump sum price and unit prices.

To hold this base bid and alternate bids open until ninety (90) calendar days after the bid opening date.

To accept the provisions of the Bid Exhibits and disposition of bid security.

To enter into and execute a contract with the Construction Manager, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete all required work by the completion dates herein specified.

**Start Dates/Completion Dates:**

The Owner will not be responsible for any additional costs due to the Contractor or Subcontractors for performing work on evenings, weekends, or holidays in order to complete the work of the Contract Documents on or before the required substantial completion date(s) or final completion date(s) specified in this Bid Form and agreed to by the Bidder.

**On-Site Start Date:** The undersigned agrees to begin work immediately upon receipt of the Construction Manager's Notice to Proceed. It is the Library's intention to authorize the Work at the soonest possible date, to ensure work (submittals preparation) commences immediately and onsite work can commence in accordance with the Project Schedule.

**Substantial Completion Date:** It is the Owner's intent to have the 2<sup>nd</sup> Floor Study Rooms and Penthouse Repairs scope of work substantially complete and available for Owner's occupancy and use on or before **May 14<sup>th</sup>, 2020**

**Bid Deposit:**

The undersigned furnishes herewith, as required in the Instructions to Bidders, a **bid deposit in the amount of 10%** of the amount bid.

Bidder to check form of deposit furnished below:

- Cashier's Check
- Certified Check made payable to the Owner

Bid Bond naming the Owner as obligee

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner specified, the bid deposit shall be retained by the Owner as liquidated damages and not as forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

**Base Bid:**

For Providing All Work, **INCLUDING ANY RESPECTIVE ALLOWANCES AS DETAILED IN THE BID PACKAGE SCOPE SHEETS**, Including all Deduct Alternate Bids, as required for the Construction of the Base Bid Project as Shown on the Drawings and Described in the Drawing Specifications.

**Base Bid Lump Sum, excluding taxes, of:**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ).

**Base Bid Completion Date:**

The undersigned agrees to provide the level of man power required to complete all necessary work associated with the Substantial Completion of the designated areas of work for Owner occupancy in all building and site areas for the above noted Base Bid Lump Sum amount no later than **May 14, 2020**

**Allowances:**

The allowance listed below **MUST** be included in the lump sum base bid for the specified Bid Package.

<b><u>Bid Package</u></b>	<b><u>Description</u></b>	<b><u>Value</u></b>	<b><u>Initial for Acceptance</u></b>
Bid Package #1.1 General Trades	Dumpsters	\$2,100	
Bid Package #1.1 General Trades	<b>Construction</b> Clean Up	\$9,549	
Bid Package #1.1 General Trades	Temporary Protection, Roof Protection Labor and Materials	\$17,958	
Bid Package #2.1 Metal Panels	None	\$0	
Bid Package #3.1 Painting	Paint Touch-Up Allowance	\$2,000	
Bid Package #4.1 Fire Protection	None	\$0	--
Bid Package #5.1 HVAC	None	\$0	--
Bid Package #6.1 Electrical, Low Voltage, Fire Alarm	None	\$0	--

**Alternate Bids:**

Refer to drawings and below for detailed descriptions of each alternate bid requirements. Each of the following amounts for alternate bid construction includes the entire cost of such construction, except as otherwise noted.

Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the Owner. All costs due to the alternates are included in the amount to be added or deducted from the base bid, so that no additional costs will be borne by the Owner due to acceptance of alternates. Each alternate bid amount entered below is for all work required for completion of the specific alternate bid as shown on the Drawings and as described in the Specifications.

Each bidder must complete all required alternate bids. Failure to provide bids for all requested alternate bids may serve as grounds to reject the overall bid.

**Alternate Bid #1 – Sheet A2.0, replace (4) louvers with new, to remain in the same location and match existing finish / size. Include new flashing and counterflashing.**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).  
**(Not included in the Base Bid lump sum.)**

**Unit Prices:**

Refer to drawings for detailed descriptions of each unit price and the unit price requirements. Each of the following amounts, for unit price construction, are for adding or deducting the construction and must include the entire cost of such construction, including all shipping, handling, labor, materials, preparation, cutting, patching, accessories as required for a complete and proper installation, unless specifically noted otherwise. Each unit price will be maintained for the duration of the project.

Each bidder must complete all required unit price bids. Failure to provide bids for all requested unit prices may serve as grounds to reject the overall bid. The following unit prices would be used only for this project for possible additions or deductions from the lump sum Prime Trade Agreement.

***Unit Price #1 – Bid Package 21.1: Furnish and install one new additional fire sprinkler head, within 10' of a branch line. Inclusive of all piping, head, fittings, connections, Etc.***  
***\$ \_\_\_\_\_ EA.***

**Contractor Proposed Alternates and Substitutes:**

The following is a list of bidder or contractor proposed alternate and substitute products. The bidder understands that acceptance or rejection of any substitution listed below is the option of the Owner. Proposed alternates or substitutes will not be used by the Owner as part of the contract award consideration process.

If additional space is required, attach a separate list and indicate such attachment by checking this space: \_\_\_\_\_.

Work Specified	Contractor Proposed Alternate	Change in Base Bid

**PERFORMANCE & PAYMENT BONDS:**

Contractors are to include the cost of Performance & Payment Bonds in all Base Bids and Alternate Bids. Please provide the following information:

\_\_\_\_\_

(Name of Company Furnishing Bonds)

\_\_\_\_\_

(Best Insurance Guide Latest Edition Rating)  
 (A X Minimum Required)

The undersigned agrees, within 10 days after notice of acceptance of this bid, to provide required Insurance, and performance and payment bonds.

**Bid Acceptance:**

If written notice of the acceptance of this bid is mailed, telegraphed, faxed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he or she will execute a prime trade agreement in accordance with the bids as accepted. He or she will obtain performance and payment bonds with such surety or sureties as the Owner may approve cost of which shall be included in the base bid.

The Owner reserves the right to award the contract to its best interests, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

**Representations and Certifications:**

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

**SURETY.** I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work if my bid is accepted and the contract awarded to me.

**AVAILABILITY.** The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

**INDEPENDENT PRICE DETERMINATION.** The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

**PREVAILING WAGE.** The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to the Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq.

Pursuant to Illinois Revised Statutes, Chapter 48, Section 39s-5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner, Construction Manager and Architect from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

**BID-RIGGING/BID ROTATING.** The undersigned is not barred from bidding on this project as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 38E-4 (Bid rotating) under Article 33E of Chapter 38 of the Illinois Revised Statutes.

**Signature:**

The undersigned respectfully submitted this \_\_\_\_\_ day, in the month of \_\_\_\_\_, 2017.

Type of Firm (Bidder to indicate)

- \_\_\_\_\_ Individual
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Joint Venture

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

(AFFIX CORPORATE SEAL)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Authorized Bidder's Name)

\_\_\_\_\_  
(Authorized Bidder's Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to me this \_\_\_\_\_ day, in the month of \_\_\_\_\_, 2017.

Notary Signature: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

(AFFIX NOTARY SEAL)

2<sup>nd</sup> Floor Study Rooms and Penthouse Repairs  
NORTHBROOK PUBLIC LIBRARY  
ISSUE FOR BID

PEPPER CONSTRUCTION  
1900132  
11/25/19

**ITEMS TO BE RETURNED WITH BID FORM CHECKLIST**

\_\_\_ *Contractor References*

\_\_\_ *Labor Rate Worksheets (Include separate labor rate worksheets for foreman & journeyman rates for all trades, for every year on the project)*

END OF DOCUMENT



---

# Performance Bond

---

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Dual Obliges, hereinafter called Owner and Construction Manager, in the amount of

(Here insert full name and address or legal title of Construction Manager)

Dollars (\$ \_\_\_\_\_),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_, 20\_\_, entered into a contract with Owner and/or Construction Manager

(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# Performance Bond

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the obligees.

Whenever Contractor shall be, and declared by obligees to be in default under the contract, the obligees having performed obligees' obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Obligees elect, upon determination by the Obligees and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner and/or Construction Manager at Owner's election, and make available as Work progress (even though there should be a default or a succession of defaults under the contract or contracts of completion

arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by obligees to Contractor under the Contract and any amendments thereto, less the amount properly paid by Obligees to Contractor.

Time under this bond must be instituted before the expiration of time period in which suits may be brought under the contract with Obligees in the state of Illinois.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner and Construction Manager named herein or the heirs, executors, administrators or successors of the Owner and/or Construction Manager.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Witness)

} \_\_\_\_\_ (Principal) (Seal)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

} \_\_\_\_\_ (Surety) (Seal)  
\_\_\_\_\_  
(Title)

---

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER AND  
CONSTRUCTION MANAGER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

---

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Dual Obliges, hereinafter called Owner and Construction Manager, for the use and benefit of  
claimants as hereinbelow defined, in the amount of

(Here insert full name and address or legal title of Construction Manager)

Dollars (\$) \_\_\_\_\_),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_, 20\_\_, entered into a contract  
with Owner and/or Construction Manager for

(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

---

# Labor and Material Payment Bond

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the obligees that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for judgement for such sum or sums as may be justly due claimant, and have execution thereon. The obligees and Construction Manager shall not be liable for the payment of any cost or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the obligees, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of

the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid in an envelope addressed to the Principal, obligees or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in the state of Illinois in the county in which the Project, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

_____	}	_____ (Principal) _____ (Seal)
(Witness)		_____ (Title)
_____	}	_____ (Surety) _____ (Seal)
(Witness)		_____ (Title)



# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**BOND AMOUNT: \$**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**ADDITIONS AND DELETIONS:**

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

AIA Document A310<sup>™</sup> – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:57:55 on 04/15/2015 under Order No.3788627265\_1 which expires on 12/05/2015, and is not for resale.

User Notes:

(1749514361)





## **Additions and Deletions Report for AIA<sup>®</sup> Document A310<sup>™</sup> – 2010**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:57:55 on 04/15/2015.

*There are no differences.*

SECTION 003200  
BID PACKAGE SCOPE OF WORK

Northbrook Public Library  
2nd Floor Study Rooms and Penthouse Repairs  
Bid Period #1 – Addendum #1

November 25<sup>th</sup>, 2019  
Pepper Construction Company

This Section Contains:

- A. Universal Scope of Work – All Bid Packages
  - i. All bids for all Bid Packages must be inclusive of all requirements outlined in the Universal Scope of Work

- B. Scope of Work – Trade Specific Bid Packages

- i. All bids must be inclusive of all requirements outlined in the trade specific Bid Packages outlined below:

Bid Package #1 – General Trades

Bid Package #2 – Metal Panels

Bid Package #3 – Painting

Bid Package #4 – Fire Protection

Bid Package #5 – Heating, Ventilation, Air Conditioning and Building Automation

Bid Package #6 – Electrical, Fire Alarm, Low Voltage



# UNIVERSAL SCOPE OF WORK

For  
**ALL BID PACKAGES**

All bids for all Bid Packages must be inclusive of, but not necessarily limited to, all requirements outlined in the Universal Scope of Work below:

**Specifications**

XXXXX..... n/a

1. Contractor understands and will comply with the requirements of Pepper Construction Co's (PCC's) project schedule and phasing plan.
2. Due to the nature of this projects, multiple mobilizations may be required.
3. All overtime required to meet the Project Schedule must be included and indicated.
4. PCC supervision is required for all work performed on-site. Contractor shall cover any additional supervision costs resulting from failure to meet the contract schedule. If contractor elects to perform work, is required to perform work to meet schedule, or indirectly forces another trade to perform work on an overtime basis, the responsible contractor shall assume costs for extra PCC supervision and/or other trade contractor extra costs.
5. Normal working hours for this project will be Monday through Friday 7:00 AM to 3:30 PM. Any off hour or weekend work must be approved and coordinated through the PCC Superintendent 48 hours in advance.
6. Labor rate escalation for the duration of the project must be included with your bid. Refer to the project schedule.
7. Each Prime Trade Contractor must have full-time on-site supervision, with a minimum of an OSHA 10 hour trained and recorded with PCC Superintendent, for its own work force, subcontractor work, and for supplier deliveries.
8. Provide all submittals for all products in your bid package. -Submittal packages must be complete for each item submitted in order to be processed. All submittals are due to PCC so as to meet the Project Schedule. See schedule for submittal review time frame by design team. Any review deadlines should be communicated to Pepper Construction to allow for on-time delivery. Any costs/fees associated with quick shipping to meet the project schedule is the contractor's responsibility.
9. Within three (3) days of contract award, contractor must PROVIDE PERFORMANCE AND PAYMENT BONDS to PCC. Refer to specifications for bond requirements.
10. Contractor must visit the site prior to submitting bid to verify existing conditions which will affect his work.
11. Clean-up of all debris that is generated by this work is included. All debris must be removed from the building on a daily basis and placed into dumpsters furnished by the General Trades Contractor.
12. General Trade Contractor shall provide dumpsters for the duration of the work. For all other bid packages, dumpsters are by the General Trade Contractor unless noted otherwise in the bid package scope of work. Dumpster location must be coordinated with PCC so as not to interfere with library activities or cause landscape damage.
13. All bid packages that contain work requiring a wash-out area (i.e. concrete) shall provide and haul off-site their own washout boxes.
14. Protection of existing surfaces is included in each bid package.

15. Provide a fire watch and incorporate the use of fire blankets during cutting operations and be responsible for any damage due to falling sparks. Also provide smoke eaters in area during work operations.
16. All hoisting and scaffolding required to complete the work in each bid package is to be included.
17. All materials are to be delivered F.O.B. jobsite to each location as scheduled. Deliveries must be scheduled to coincide with the installation of the work. No long term storage is provided unless approved in advance by PCC.
18. All equipment will be delivered "broken down" as required for access into the building areas required.
19. All layout associated for your own work is to be included in each bid package.
20. In-progress as-built drawings must be maintained on-site during construction.
21. A Site Specific Safety Plan with MSDS information and silica plan (if applicable) must be given to PCC for review no later than fifteen (15) days prior to the project start date. No contractors will be permitted to work on site without an approved Site Specific Safety Plan.
22. A one-hour site orientation with the PCC superintendent is mandatory for all tradesmen prior to beginning work.
23. Contractor project managers and foremen including any second tier subcontractors are required to attend preinstallation meetings prior to the start of work as well as coordination meetings with other trades as needed.
24. Each Prime Trade Contractor shall understand that a reasonable amount of minor corrective work is included in this scope. Periodically and as the work progresses, status of the building or ongoing punch list will be authored in addition to the punch list for final acceptance. These shall be lists of noted deficiencies and not a means for initiating changes to the scope.
25. Contractors will be required to complete trade item checklists as a part of PCC's Job Specific Quality Plan for each project throughout construction.
26. Foremen and project managers are expected to attend on-site meetings, as required.
27. As-Built drawings, operation and maintenance manuals and attic stock are to be submitted within two (2) weeks of the completion of this project.
28. Provide temporary protection from water infiltration when creating penetrations or creating other openings in roof or exterior walls. Maintaining a water-tight opening is the responsibility of the penetrating contractor. All cost associated with water leaks will be the responsibility of the penetrating contractor.
29. Proper procedures for slab removal must be followed. This includes slab x-ray, scoring of existing slab, and jack-hammering for complete removal. Repair related to damage caused to any underground materials are the responsibility of the contractor performing the slab removal. Use of existing elevators must be approved by PCC/Owner prior to use. If permission is granted for elevator use, the contractor must provide protection of all surfaces and abide by the capacity rules.
30. Bid pricing shall include all work that is reasonably inferable from the drawings, specification and the individual bid package scopes of work.
31. Provide training to Owner staff for function of all equipment and devices.
32. Coordinate with and provide assistance to testing agency for all testing and inspections related to your work. Including private inspections and testing, municipal inspections and permitting, and MWRD inspections and permitting.
33. All OSHA and local municipality required barricades, signs and flagmen for your work.
34. Contractors are responsible to check with local authorities for street load limitations and obtain any permits necessary to complete the work as planned in the bid documents.
35. Furnish, install and remove all temporary shoring required for the completion of your work. Coordination with other trades will be required so as not to impede their work with the shoring location.
36. Provide any required traffic control devices, flaggers, etc. as required to complete the scope of work.
37. Indoor air quality requirements must be met and monitored (i.e. no gas-powered vehicles).

38. Each Prime Trade Contractor shall submit a Change Order Request Log with each monthly pay application. No monthly progress payments will be made without having submitted the log.
39. Any Allowance usage MUST be approved by the Owner prior to the work beginning. Each Prime Trade Contractor shall submit all documentation/paperwork associated with any allowance work directed by PCC. Detailed pricing breaking out all components of the total price for said work (includes labor, material, equipment, etc.) shall be submitted to PCC.
40. All Prime Trade Contractor change order requests, claims, and proposal requests must be submitted to PCC management. Change order, cost event and/or proposal requests are to be submitted to PCC by the due date specified within the request. Costs received after the due date specified will be considered VOID and Prime Trade Contractor will be held responsible for approved changes as part of their base bid.
41. Field change time and material tickets must be signed by the PCC Superintendent at the jobsite and are to be retained to verify actual hours worked, and materials and equipment used. Such tickets must be signed within twenty-four (24) hours of completing the work and the total cost for the change submitted to the PCC Project Manager with (72) hours. The verification that the work is additional work outside of the contractual scope is subject to approval by PCC's Project Manager and the Owner. No changes will be approved without such itemization.
42. Contractor claims (RFI's, field changes, etc.) must be submitted no later than three (3) days after knowledge of the item or actions requiring claim submittal. If Prime Trade Contractor fails to comply, change order requests and claims will be considered void, and Prime Trade Contractor will be held responsible for the work.
43. If required by the Owner, all Prime Trade Contractors will be expected to comply with the requirements of a Badge System.
44. Each Prime Trade Contractor understands that the existing ceiling grid and tile are to remain. Work above the grid is to be completed around/through the existing grid. For work above ceiling, Contractors are to remove ceiling tiles as necessary, the General Trades Contractor is to reinstall all ceiling tiles to their final location.
45. The General Trades Contractor has salvage rights for all materials, equipment, fixtures, wiring, etc. indicated for removal. Including but not limited to MEPFP equipment, devices, fixtures, conduit, piping, wiring, etc.
46. Existing ceiling grid and tile are to remain. Contractors are to work through the existing grid, protecting the grid as necessary. If ceiling grid removal is necessary for access above ceiling, General Trades Contractor is to complete this work, other trades are to notify PCC immediately of this need and coordinate area of removal.
47. All furniture, carts, workbench and spray booth are by Owner.
48. Library restrooms are available for public and contractor use. Utilization of this service requires professional and workmanlike manners at all time traveling to, within and returning from the restrooms. Violation of this right will require all trades to utilize portable restrooms, the cost of which will be incurred by the violating contractor/s.
49. No smoking is allowed within the construction site or building. Contractors must follow Library policy for smoking locations on the premise.
50. Renovations are to take place in an occupied public building, noise (general and construction), maneuvering equipment, secure project access, language, manners and actions are to be considered, at all times.
51. Individual parking is to be parked across the street, west of Cedar Lane.

**SCOPE OF WORK**

For

**BID PACKAGE 1**

**GENERAL TRADES**

All bids for the General Trades Bid Package 1 must be inclusive of, but not necessarily limited to, all requirements outlined in the Universal Scope of Work as well as the trade specific requirements outlined below:

Specifications

---

The following listed Specification Sections as well as any other related Documents or Specification Sections are included:

XXXXX..... n/a

Allowances

---

In the base bid, include the allowance(s) below for additional unforeseen scope of work for each of the following base and alternate bids. Note that the cost of coordination, supervision, overhead, and profit for any such work shall be included in the bidder's cost, as it is not included in the below-listed allowance value. All allowance work will be completed only at the direction of PCC. All allowances not expended will be returned to the Owner 100%.

Base Bid – Dumpster Allowance:	\$2,100
Base Bid – Construction Clean:	\$9,549
Base Bid – Temporary Protection and Roof Protection	\$17,958

Alternates

---

Refer to the Bid Form for a listing of all project alternates, if any. Be sure to provide pricing on the bid form for all alternates related to this bid package scope of work.

None.

**General Items**

**Demolition / Temporary Protection and Construction**

1. Prior to permitting employees to start demolition operations, an engineering survey shall be completed by a Competent Person. The engineering survey shall include at a minimum, emergency contact information, locations of main utility disconnects/ shut offs, identify all possible hazardous materials and conditions, identify main structural components to avoid any possibility of an unexpected collapse. Written evidence of the survey must be on site.
2. Adequate illumination must be provided throughout demolition. Temporary lighting is to be provided and maintained by the Electrical Contractor. Sub Contractor Coordination is required.
3. In the event the General Trades Contractor uses any equipment which can produce dangerous fumes, the General Trades Contractor shall be responsible to continuously monitor air quality (specifically CO levels) and maintain the indoor air quality to ensure a safe working environment at all times.

4. Provide fans to allow for fresh air during demolition in order to maintain a safe working environment as necessary.
5. Areas where the public could be exposed to dusts, mists fumes or vapors must be protected.
6. Verification that live electrical circuits have been shut down prior to demolition must take place.
7. Critical services for buildings which will remain occupied must be protected during demolition.
8. Furnish all local, State, etc. permits for this scope of work as required.
9. Removal and proper disposal or recycling of all light bulbs, ballasts, PCB's, Mercury, etc. shall be included, as indicated.
10. Submit documentation of proper disposal of any hazardous materials.
11. The use of cutting torches (open flame) is not permitted.
12. Provide for all dumpsters, gondolas, debris removal, etc. required throughout the project. This Contractor is responsible to provide all labor, materials, equipment necessary for the general cleaning of the construction area and its peripheral areas that become affected by construction. Construction area is to remain clean and free of loose debris on the floor.
13. General Trade Contractor to include removal of any miscellaneous hangers, clips, down rods, fasteners, metal framing, etc. from all concrete decks, columns, walls, brick walls etc. prior to completion of this scope of work.
14. The intent of this scope of work is a selective demolition of the space, as indicated. The General Trades Contractor shall include to demolish and remove all acoustical ceiling tile, dropped MEPFP equipment/ piping/ conduit/ fixtures/ associated hangers/ supports/ etc. as indicated, as required. Including but not limited to:
  - a. Selective demolition of the existing acoustical ceiling tiles as indicated in drawings, as required.
  - b. Coordinate with the MEPFP Trades prior to the start of any demolition. MEPFP Contractors are to complete their own selective demolition, cut & caps, and make-safes. MEPFP Contractors are to drop their demolished material safely to the floor and this Contractor is to remove of any MEPFP demolished material to a dumpster.
  - c. Include the disposal of all demolished MEPFP equipment, fixtures, conduit, piping, wiring etc.
15. The General Trades Contractor has salvage rights for all materials, equipment, fixtures, wiring, etc. indicated for removal. Including but not limited to MEPFP equipment, devices, fixtures, conduit, piping, wiring, etc.
16. Protect all items scheduled to remain, including but not limited to: thermostats, exit signs, and flooring.
17. The installation and maintenance of temporary protection and dust partitions for work is required. This protection is required for the immediate demolition area. The General Trades Contractor is responsible for protection of surfaces in pathways from the demolition areas to the exterior of the building. See Exhibit 003310 for temporary construction plan.
18. Furnish, install, maintain, remove and dispose of temporary protection and dust partitions/barrier as indicated in the site logistics/ temporary protection plan. Dust barrier shall be a full height Visqueen barrier secured to ceiling. Temporary protection and dust partitions/barrier shall be installed prior to demolition and will require thru-access via zippers. Floor protection shall include Masonite in high traffic areas. See section 003310 of the Construction Manual for temporary barrier locations.  
 Temporary roof protection and fall protection, ie. switchrail system, will be by the provided and maintained by the general trades.
19. Filter media and protection of existing ductwork is by the HVAC Contractor.
20. This trade is to install all acoustic ceiling tiles relocated by MEPFP Trades. This trade is responsible for the final adjustments of the ceiling tile and grid once above ceiling work is complete.
21. This trade will be responsible for removing and disposing of the existing penthouse doors as indicated, as required.

#### **Carpentry**

1. Provide for all anchors, fasteners, clips, channels, caulking, adhesives etc. to install furnished items under this bid package.
2. This contractor will receive, unload, uncrate, and distribute the materials installed under this contract.

3. Coordinate all work with other trade contractors or Owner furnished items as required.
4. Furnish and install all ceiling batt insulation as indicated, as required.
5. This trade will be responsible for furnishing and installing the new insulated double doors, hollow metal frame, and associated hardware as indicated in drawings, as required.

**ACOUSTIC CEILING TILE**

1. The General Trades Contractor shall complete all acoustic ceiling tile and grid as indicated, as required.
  - a. This Contractor shall complete the removal of existing ceiling tile and installation of new ceiling tiles as required. This contractor shall remove, re-work, and replace scheduled to remain grid as necessary, as required.
  - b. Coordinate grid layout with MEPPF contractors.

## SCOPE OF WORK

For

## BID PACKAGE 2

# Metal Panels

All bids for the Metal Panels Bid Package 2 must be inclusive of, but not necessarily limited to, all requirements outlined in the Universal Scope of Work as well as the trade specific requirements outlined below:

### Specifications

---

The following listed Specification Sections as well as any other related Documents or Specification Sections are included:

XXXXX..... n/a

### Allowances

---

In the base bid, include the allowance(s) below for additional unforeseen scope of work for each of the following base and alternate bids. Note that the cost of coordination, supervision, overhead, and profit for any such work shall be included in the bidder's cost, as it is not included in the below-listed allowance value. All allowance work will be completed only at the direction of PCC. All allowances not expended will be returned to the Owner 100%.

Base Bid :           None.

### Alternates

---

Refer to the Bid Form for a listing of all project alternates. Be sure to provide pricing on the bid form for all alternates related to this bid package scope of work.

None.

## General Items

1. The metal panels scope includes removal and replacement of the existing metal panels system on the Northbrook Public Library penthouse. See below and the project bid documents for masonry package full scope of work.
2. Provide for all material handling, equipment, scaffolding, etc. to complete this scope of work.
3. Provide appropriate hoisting for all materials and equipment as necessary. Subcontractor is responsible for providing all traffic control as necessary.
4. Temporary roof protection is to be provided by the General Trades Contractor.
5. This trade will be responsible for hoisting of all materials as necessary.
6. Removal and disposal of the metal panels and FRP doors as indicated in drawings, as required.
7. Furnish and install all attributes of the new metal panel system including but not limited to: insulated metal panels, copings, and all appropriate sealants as indicated in drawings, as required.

8. Furnish and install (1) single and (1) double opening including insulated steel doors, frames, and hardware.
  - a. To be included in the general trades scope.
9. This trade will be responsible for re- installing the salvaged steel angle at the double door head as indicated, as required.
10. Furnish and install any flashing/counterflashing as indicated, as required.
11. Remove and replace (4) louvers, provide new flashing and counterflashing as indicated, as required.





8. Provide for the proper surface preparation prior to painting of any existing materials as indicated, as required.

**SCOPE OF WORK**

For

**BID PACKAGE 4**

**FIRE PROTECTION**

All bids for the Fire Protection Bid Package 4 must be inclusive of, but not necessarily limited to, all requirements outlined in the Universal Scope of Work as well as the trade specific requirements outlined below:

Specifications

---

The following listed Specification Sections as well as any other related Documents or Specification Sections are included:

XXXXX..... n/a

Allowances

---

In the base bid, include the allowance(s) below for additional unforeseen scope of work for each of the following base and alternate bids. Note that the cost of coordination, supervision, overhead, and profit for any such work shall be included in the bidder's cost, as it is not included in the below-listed allowance value. All allowance work will be completed only at the direction of PCC. All allowances not expended will be returned to the Owner 100%.

Base Bid :       None.

Alternates

---

Refer to the Bid Form for a listing of all project alternates. Be sure to provide pricing on the bid form for all alternates related to this bid package scope of work.

None.

**General Items**

1. Hoisting, cartage, dollying of all materials as it relates to this scope of work, for delivery/ installation is the responsibility of this Contractor.
2. Fire Protection Contractor shall locate, mark, cut cap, and drop all in wall and in-ceiling fire protection equipment, piping, etc. as indicated, as required. The Fire Protection Contractor shall include to cut and drop all piping, equipment, etc. to the floor – the General Trades Contractor is to remove and dispose of material dropped to the floor. Demolition of existing system must be completed during the demolition phase. Additional costs may be incurred for out of sequence demolition activities.
3. General renovation note, if applicable: If ceiling tile removal is required for access, the Fire Protection Contractor is responsible for removal and reinstallation is by General Trades Contractor.
4. Provide for fire safing/ firestopping of all penetrations in fire rated walls, floors and ceilings for this scope of work.

5. Coordinate location of piping with existing structure and new MEP work. Also coordinate with architectural drawings and ceiling construction to provide adequate coverage of all areas with appropriate head types.
5. Provide for all coring, cutting and patching is included as required. This includes concrete floors and any existing partition types.
6. Coordinate location of core holes and openings through decks and structural members with structural engineer and architect (if necessary).
7. Furnish and install all alarm bells, flow switches, tamper switches, gauges, valves, etc. for a complete system.
8. All sprinkler heads are to be centered in the ceiling tiles.
9. Provide all head and escutcheons plate types, as indicated, as required.
10. Draining, filling, venting and testing of the existing sprinkler systems as necessary to complete this work.
11. Furnish shop drawings, hydraulic calculations and product data and samples for approval as required
12. Verify existing available flow data with municipality and field conditions. Perform flow tests to determine actual water flow and pressures, as required. Coordinate with authority having jurisdiction and notify PCC superintendent at least 48-hours prior to test.
13. Submit plans to local Fire Department for approval.
14. Flushing, testing, and certification of the fire protection system as required.
15. Post hydraulic calculation data in a conspicuous place near the system risers.
16. Fire Protection Contractor shall provide additional sprinkler heads above and below mechanical/electrical ducts and equipment which exceed 48" in width in accordance with NFPA 13.
17. Auxiliary drains shall be provided at the low point of each trapped section of piping and identifying signs shall be attached thereto. These low point drains shall be piped to a mop basin. Coordinate with Owner. Install all drain valves in accessible areas.
18. All piping furnished and installed shall be installed in a rust-free condition.
19. Provide all hanger systems as detailed in drawings, as necessary.
20. Verify and supplement any missing spare heads and head wrench, as necessary.
21. Sheet FP1.0 Keynotes and plan as indicated as shown.
22. This trade to include all required drain downs within their scope of work.
23. This trade to review architectural drawings for ceiling height changes that affect this fire protection trades scope of work.
24. Include opening of ceiling tile as necessary for route of this trades work. General Trades Contractor to complete final install of all ceiling tile.



5. The General Trades Contractor has salvage rights for all materials, equipment, fixtures, wiring, etc. indicated for removal. Including but not limited to MEPFP equipment, devices, fixtures, conduit, piping, wiring, etc.
6. Filter media and protection of existing ductwork is by the HVAC Contractor.
7. General renovation note, if applicable: If ceiling tile removal is required for access, this Contractor is responsible for removal and the General Trades Contractor for reinstallation.
8. Mechanical equipment shall be delivered in sizes in order to mitigate opening sizes in walls. Hoisting, cartage, dollying of equipment into mechanical room/final location is the responsibility of this Contractor.
9. Furnish and install all insulation, vapor barrier jackets, etc. as indicated, as required.
10. Provide for all testing and balancing as indicated, as required.
11. Ensure the final installation of all equipment allows proper access for equipment service as specified by the manufacturer.
12. All ductwork and equipment included in this scope that is to be installed in ceiling areas must be installed in a clean, workmanlike manner.
13. Furnish and install all piping, valves, fittings, connections, etc. as indicated, as required.
14. Furnish and install all ductwork, plenum boxes, linear slot diffusers, registers, grilles, diffusers, dampers, relief air, manual air vents, etc. including any blankoff panels as indicated, as required.
15. Complete all tie-ins to existing ductwork as indicated, as required.
16. Furnish and install thermostats, aquastats, actuators, flow switches, flow meters, temperature wells, valve assemblies, and condensate traps, piping and pumps.
17. Selectively relocate existing controls as indicated, as required. Tie into existing building Siemens control system as indicated.
18. Furnish and install all conduit, boxes, and wiring required for a complete BAS system.
19. Coordinate with Electrical contractor for all power requirements. Subcontractor to review equipment locations and confirm if any additional power is required to complete the BAS scope. Additional power will be the responsibility of this Contractor.
20. Provide for all start up and factory testing requirements as indicated, as required.
21. Re-seal all lap joints and seams and replace damaged insulation and jacketing where new and existing connections are made.
22. Provide for all firestopping/ fire safing in fire rated assemblies as indicated, as required for this scope of work.
23. Provide for all temporary valves as required.
24. Provide duct and transfer sleeves/grilles through interior walls, including caulk, and anchors.
25. Provide sound attenuation as required.
26. Provide for all noise and vibration control as indicated, as required.
27. Contractor shall install all auxiliary supporting steel as required for the supporting of their piping, ductwork, conduit, tanks, equipment, etc.
28. Provide all hanger systems as required for ductwork, piping, equipment, raceways, grilles, diffusers, etc.
29. Provide for all new and existing duct protection during construction/demolition. Openings in cut ductwork and grills, supply and return, to remain are all to be protected from dust.
30. Provide for all filters during construction and new filters prior to substantial completion.
31. Shut-down, protection and start-up of existing equipment to remain within the project limits shall be included.
32. Cut, cap, and re-locate any MEPFP items which are scheduled to penetrate through the metal panel

system. Coordinate the location of the penetrations with metal panel subcontractor.

**SCOPE OF WORK**

For

**BID PACKAGE 6**

**ELECTRICAL, LOW VOLTAGE &  
FIRE ALARM WORK**

All bids for the Electrical, Low Voltage & FA Work Bid Package 6 must be inclusive of, but not necessarily limited to, all requirements outlined in the Universal Scope of Work as well as the trade specific requirements outlined below:

Specifications

---

The following listed Specification Sections as well as any other related Documents or Specification Sections are included:

XXXXX..... n/a

Allowances

---

In the base bid, include the allowance(s) below for additional unforeseen scope of work for each of the following base and alternate bids. Note that the cost of coordination, supervision, overhead, and profit for any such work shall be included in the bidder's

cost, as it is not included in the below-listed allowance value. All allowance work will be completed only at the direction of PCC. All allowances not expended will be returned to the Owner 100%.

Base Bid :       None.

Alternates

---

Refer to the Bid Form for a listing of all project alternates. Be sure to provide pricing on the bid form for all alternates related to this bid package scope of work.

None.

**General Items**

1. Electrical Contractor is to provide a bid showing the Low Voltage scope value (included in base bid), broken out for Owner's reference.
2. Hoisting, cartage, dollying of all materials as it relates it this scope of work, for delivery/ installation is the responsibility of this Contractor.
3. Provide for MEPFP above ceiling and in wall coordination as indicated, as required prior to starting the work. No additional compensation will be paid for re-work due to conflicts with existing or new MEPFP or building components/ infrastructure.

Scope of Work [Type text]

[Type text] [Type text]



4. Electrical Contractor shall locate, mark, cut, cap, & drop all in wall and in-ceiling fixtures, equipment, conduit, wiring, etc. as indicated, as required. The Electrical Contractor shall include to cut and drop all fixtures, conduit, equipment, etc. to the floor – the General Trades Contractor is to remove and dispose of material dropped to the floor. Demolition of existing system must be completed during the demolition phase. Additional costs may be incurred for out of sequence demolition activities.
5. The General Trades Contractor has salvage rights for all materials, equipment, fixtures, wiring, etc. indicated for removal. Including but not limited to MEFPF equipment, devices, fixtures, conduit, piping, wiring, etc.
6. Electrical Contractor shall disconnect, salvage, remove, store and reinstall exit signs for re-use as indicated.
7. Provide for fire safing/ firestopping of all penetrations in fire rated walls, floors and ceilings for this scope of work.
8. Furnish, install, maintain and remove temporary power including multiple panel locations required so no extension cords exceed 50'.
9. Furnish, install, maintain and remove all temporary lighting to maintain the OSHA standard foot candles.
10. All temporary power and light wiring must be hard usage wire as identified in the N.E.C.
11. Update and/or provide new panel directories.
12. Furnish and install new identification markers including equipment plates, as indicated, as required. Provide for modifications to existing systems as indicated, as required. Labeling of outlet and LV port plates to their corresponding zones is included.
13. All power wiring is included.
14. Disconnect and reconnect of existing electrical equipment directly mounted to the metal panel system.
15. Furnish and install all new conduit, junction boxes, etc. for complete installation of this scope of work as indicated, as required.
16. Furnish and install all power and conduit for furniture wall feeds, electrical contractor is responsible for making final terminations to furniture walls. Electrical contractor is responsible for coordinating the exact location of the junction boxes with the furniture vendor.
17. Final electrical connections of all mechanical equipment is included.
18. Provide for all light fixture rezoning, tie-in to sensors and new switching, as indicated and required.
19. Furnish and install RED conduit, wiring, device, etc. for new and relocated fire alarm devices.
20. Provide for all modifications to the existing fire alarm system, as indicated, as required for a fully operational system.
21. Submit fire alarm drawings for review to City or AHJ as required, adjust as necessary for approval.
22. Includes all permitting fees for fire alarm submission to AHJ as required.
23. Furnish and install all exit and life safety lighting as indicated, as required. Includes the removal, storage, relocation and reinstall of all building exit signs as indicated. All Study Room visual alarms are to be wall-mounted as indicated.
24. Includes the covering, tightening, and concealment of all open electrical boxes.
25. Furnish and install new lighting sensors/switches as indicated, as required. Provide for all colors, styles, designs, etc. as specified.
26. Furnish and install all lighting control devices including but not limited to, control panels, controllers, wiring, occupancy/vacancy sensors, switches, etc. including required programming timing, sensitivity, etc. All occupancy sensors for the Study Room are to be ceiling mounted.
27. Provide for modifications to existing lighting systems, fixtures, etc. as indicated, as required.

28. Contractor shall install all auxiliary supporting steel as required for the supporting of their conduit, equipment, etc. Including all hanger systems as required.
29. Provide for all Electrical Sheet & Key Notes.
30. All conduit, supports, light fixtures, etc. included in this scope that is to be installed in must be installed in a clean, workmanlike manner.
31. Remove all wiring and conduit in the ceiling space for devices being abandoned and/or removed, to the nearest junction box (or panel).
32. Electrical Contractor to disconnect and dispose of existing power pole as indicated in drawings, as required.
33. Provide for all conduit, wiring, rough-in, etc. revisions to existing electrical, fire alarm, low voltage systems as indicated, as required.
34. The power to the existing IT closet must be maintained at all times. Any work associated with the shutdown of this room, must be scheduled 5 days in advance and must be figured on off hours.
35. Cut, cap, and re-locate any MEPFP items which are scheduled to penetrate through the metal panel system. Coordinate the location of the penetrations with metal panel subcontractor.
36. Remove and relocate existing wireless access point as required. Coordinate exact location with Northbrook Public Library.

# NPL - Study Rooms and Penthouse Repairs

Standard View

Line	Task Number	Activity Name	Duration	Start	Finish	2019												2020																							
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																			
						28	11	25	11	25	8	22	6	20	3	17	1	15	29	12	26	9	23	7	21	4	18	2	16	30	13	27	10	24	9	23	6	20	4	18	1
1	A0011	Pre-Construction	328d	02/01/19	05/14/20	Pre-Con																																			
2	A1190	Milestones	0d	02/01/19	02/01/19	Milestones																																			
3	A1191	Program Validation	0d	08/05/19 *	08/05/19	Program Validation																																			
4	A1213	Issue Drawings for Permit	0d	10/11/19	10/11/19	Issue Drawings for Permit																																			
5	A1212	Construction Drawing Pricing Complete	0d	12/06/19	12/06/19	Construction Drawing Pricing Complete																																			
6	A1252	Board Meeting	0d	01/16/20	01/16/20	Board Meeting																																			
7	A3160	Construction Complete - Penhouse Repairs	0d	04/29/20	04/29/20	Construction Complete - Penhouse Repairs																																			
8	A3170	Construction Complete - Study Rooms	0d	05/07/20	05/07/20	Construction Complete - Study Rooms																																			
9	A1222	Substantial Completion	0d	05/14/20	05/14/20	Substantial Completion																																			
10	A1200	Space Planning	10d	08/05/19	08/16/19	Space Planning																																			
11	A1210	Production of Space Plans	5d	08/05/19	08/09/19	Production of Space Plans																																			
12	A1220	TA Review of Space Plan	1d	08/12/19	08/12/19	TA Review of Space Plan																																			
13	A1230	Space Plan Revision	3d	08/13/19	08/15/19	Space Plan Revision																																			
14	A1380	Client Approval of Space Plans	1d	08/16/19	08/16/19	Client Approval of Space Plans																																			
15	A1430	Schematic Design	8d	08/19/19	08/28/19	Schematic Design																																			
16	A1410	Develop Schematic Plans and Design	5d	08/19/19	08/23/19	Develop Schematic Plans and Design																																			
17	A1400	Preliminary Furniture Design	5d	08/19/19	08/23/19	Preliminary Furniture Design																																			
18	A1390	Design Presentation	1d	08/26/19	08/26/19	Design Presentation																																			
19	A1420	Client Approval of Schematic Plans and Design Concepts	2d	08/27/19	08/28/19	Client Approval of Schematic Plans and Design Concepts																																			
20	A1440	Design Development	10d	08/29/19	09/12/19	Design Development																																			

Revision Number: 01  
 Revision Comments: This is the comment field  
 Revision Date: 06/29/2016













SECTION 004000  
PEPPER PREQUALIFICATION

**1.01 PEPPER PREQUALIFICATION**

1. All Pepper Construction contractors must complete the Pepper Construction prequalification process prior to contract award. Instructions to complete this process are below and further details regarding required information will be found once online.

Please visit [www.pepperconstruction.com](http://www.pepperconstruction.com)

---> Click "PREQUALIFICATION" at the top of the Pepper homepage to begin the process.

**Bidders Not Previously Prequalified:** Enter your tax ID. Then a password can be created. Bidders must upload a W9 to become a business partner with Pepper.

**Previously Prequalified Bidders:** Email: [prequal@pepperconstruction.com](mailto:prequal@pepperconstruction.com) for password reset. Include TAX ID and company name in the email.

Prequalifications are good for one year.

All information is confidential. It is the responsibility of the Prime Trade Contractor to obtain qualification status in a timely manner.

END OF PEPPER PREQUALIFICATIONS SECTION

SECTION 005000  
LABOR RATES & CO ANALYSIS WORKSHEET

**1.01 LABOR RATES**

1. Contractors shall include a completed labor rate worksheet for each of the worker classifications included with the contractual scope of work. Including foreman, journeyman & apprentice rates.
2. Labor rates are to be submitted at the time of bid.
3. Labor rate shall include escalation for the duration of the project.
4. Labor rates are subject to review and approval.
5. Contractors are allowed 10% + 5% markup on labor rates.

**1.02 CO ANALYSIS WORKSHEET**

1. Contractors shall included a completed CO Analysis worksheet with all change orders.
2. Contractors are allowed 10% markup on material & 5% on subcontractors.
3. Approved labor rates shall be used for all change orders.
4. In addition to the completed CO analysis worksheet contractors shall include the following with all change order requests, field tickets (if applicable), material back up and subcontractor (2<sup>nd</sup> tier) back up.

THIS PAGE WAS INTENTIONALLY LEFT BLANK

END LABOR RATES & CO ANALYSIS WORKSHEET SECTION

SECTION 006000  
PRIME TRADE AGREEMENT SAMPLE

**1.01 PRIME TRADE AGREEMENT**

- A. Contractor's bid includes acceptance of the Pepper Construction Prime Trade Agreement included herein, with no exceptions.
- B. The change order markups for this project are as follows
  - a. Labor: 10% + 5%
  - b. Material: 10%
  - c. Subcontracts: 5%
- C. Upon award Contractors shall return the executed Prime Trade Agreement within 10 days. Contractors shall return the following documents with the executed Prime Trade Agreement
  - 1. Site Specific Safety Plan & MSDS/HazCom
  - 2. Certificate of Insurance
  - 3. Performance & Payment Bond
  - 4. All Submittals, as applicable (submittals must be submitted in their entirety as specified in the project specifications)
  - 5. DRAFT Schedule of Values (the schedule of values must include at a minimum, breakouts for all phases, labor, material, allowances, submittals & closeout docs)
  - 6. Journeyman & Foreman Labor Rates



# PRIME TRADE CONTRACT

This Contract is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ between the Owner through its Construction Manager as its Agent:

<b>OWNER INFORMATION</b> ("Owner")  Phone: _____ Fax: _____ Attn: _____	<b>PEPPER CONSTRUCTION COMPANY</b> <b>Construction Manager and Agent ("Pepper")</b> General Contractor License #TGC04179 Phone: _____ Fax: _____
--	---

And **PRIME TRADE CONTRACTOR ("Contractor")** as **Contract No.:** \_\_\_\_\_

Attn: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

for Work at ("Project"):

**Location:**

**Project Name:**

And agree as follows: The Contractor shall furnish all labor, material, equipment, supervision and insurance as required to provide and fully complete all \_\_\_\_\_ work ("Work") for the above-referenced Project in strict accordance with the Contract Documents as further described in **Exhibit A**. This Work is to be performed \_\_\_\_\_, including all applicable taxes, of \_\_\_\_\_ and \_\_\_/100 Dollars (\$ \_\_\_\_\_). See Article 16, Enumeration of Contract Documents, for critical Exhibits and to determine if the Project is exempt from Retail Sales Tax.

The exchange of copies of this Prime Trade Contract and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether conveyed electronically by the worldwide web), by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Prime Trade Contract as to the Parties and may be used in lieu of the original Prime Trade Contract for all purposes. To that end, signatures of the Parties transmitted by facsimile and/or electronic format shall be deemed to be their original signatures for all purposes.

AN UP-TO-DATE CERTIFICATE OF INSURANCE MUST BE ON FILE WITH PEPPER'S SUPERINTENDENT AT THE JOBSITE PRIOR TO BEGINNING WORK ON THIS PROJECT. PLEASE SEE ARTICLE 11 FOR FURTHER INSTRUCTIONS. CONTRACTOR'S START WORK DATE ON THE JOBSITE IS \_\_\_\_\_. SEE PARAGRAPHS 1.3 AND 1.4 BELOW.

**CONTRACTOR SHALL SUBMIT INVOICES BY THE \_\_\_ OF EACH MONTH. SEE PARAGRAPH 9.2, BILLING PROCEDURES. BILLING, BONDING AND INSURANCE DETAILS:**

Contract Dollar Value: Subject to retainage of _____ % * (See Owner/Construction Manager Agreement or RFB for specific Retainage items)	Job No. - _____ SubJob - _____ Vendor # - _____ Phase - _____	CGL INSURANCE (See Article 11)  Payment and Performance Bonds Required?(N)- If yes, Premium is included in Contract Price.
---	--	--

**EXECUTION OF THE AGREEMENT INDICATES THAT CONTRACTOR HAS READ AND UNDERSTANDS THE TERMS AND OBLIGATIONS OF THIS AGREEMENT AND THE ATTACHMENTS MADE A PART HEREOF THAT FOLLOW; EXECUTION IS REQUIRED BEFORE BEGINNING WORK ON THE JOBSITE.**

**PEPPER CONSTRUCTION COMPANY AS THE CONSTRUCTION AGENT OF \_\_\_\_\_**

By: \_\_\_\_\_  
 Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## PRIME TRADE CONTRACTOR OBLIGATIONS

By executing and returning the attached acceptance copy of this Agreement, or if the acceptance copy is not executed and returned, by partial or complete performance under this Agreement, Prime Trade Contractor ("Contractor" or "Trade Contractor") agrees with Owner as follows:

### 1 General Terms

- 1.1 Project: The Project is generally described as \_\_\_\_\_.
- 1.2 Contract Documents. This Agreement includes: this Prime Trade Contract Agreement ("Agreement" or "Contract") and its exhibits listed in Article 16, below, any Project Labor Agreement for the Project to which Contractor is a party, and the Agreement between Owner and Pepper to the extent such terms and conditions pertain to the performance of Contractor's Work and other obligations necessary to fully complete such Work. A listing of the Contract Documents is found at **Exhibit A**, and Contractor's Scope of Work is found at **Exhibit B**.
- 1.3 Date of Commencement. The Date of Commencement of the Contractor's Work on the jobsite shall be \_\_\_\_\_. If such date is not specified, the Date of Commencement shall be the date of this Agreement, the date of the Letter of Intent or the date of the Notice to Proceed, whichever has occurred first. The Contractor shall act promptly in procuring and preparing necessary shop drawings, submittals, permits and licenses, as further described in Article 4, below, so as to not delay its date of Commencement of the Work. The Contractor is also to perform its Work in accordance with the Schedule as described in Paragraphs 3.1 and 3.2.
- 1.4 Trade Contract Time. The Trade Contract Work shall be substantially completed on or before \_\_\_\_\_, subject to adjustments as provided for in the Contract Documents. If a Commencement Date is not stated above, the Work shall be substantially complete not later than \_\_\_\_\_ (\_\_\_\_) calendar days after commencement of its work on the jobsite, subject to adjustments provided by the Contract Documents. The Contractor is also to perform its Work in accordance with the Schedule as described in Paragraphs 3.1 and 3.2.

### 2. Parties to the Contract

- 2.1.1 Relationship of the Parties. Owner has selected Contractor to perform its Work pursuant to applicable laws. The Owner has directed Pepper to enter into this Agreement with the Contractor and has delegated full authority to Pepper, as the Construction Manager and representative of the Owner for this Project, to perform all of Owner's obligations and to exercise all of Owner's rights and powers under the terms of this Agreement.
- 2.2 Key Personnel and Communications. Contractor hereby agrees that key personnel assigned to the Project shall remain for the duration of this Work; reassignment or removal of said key personnel will require Pepper's approval. Pepper and Contractor shall each designate one or more persons who shall be their authorized representative(s). Such authorized representatives shall be the only person(s) the Contractor shall look to for instructions and orders, and the only person to whom Owner/Pepper shall issue instructions or orders, except in the case of an emergency. The Contractor shall also designate its Project Foreman at the job site as its Safety Representative.

Pepper's  
Representative:  
  
\_\_\_\_\_  
411 Lake Zurich Road  
Barrington, IL 40010  
Phone: 847-381-2760  
Fax 847-304-6510

Contractor's Office Representative:  
  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Contractor's Safety Representative:  
  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Provide address and phone number for each if different from that shown at Page 1, above.

- 2.3 Assignments. Contractor shall not assign this Agreement, or portions thereof, without the prior written permission of Owner and Pepper. Contractor shall not sell or assign receivables acquired pursuant to this Agreement to any financial institution or third party; to do so is a material breach of this Agreement. A sale of a majority interest in Contractor shall be considered a default under this Prime Trade Contract Agreement.
- 2.4 Amendments. Once executed, this Agreement may only be amended in writing.
- 2.5 Notices.
  - 2.5.1 In performing the Work, Contractor shall give timely and proper notice as required by any federal, state and local authorities, with a copy to Pepper.
  - 2.5.2 Written notice shall be deemed to have been duly served if delivered to the last business address known to the parties stated above in this Contract using one of the following methods:
    - 2.5.2.1 in person to the individual or a member of the company or to an officer of the corporation for which it is intended;
    - 2.5.2.2 by registered or certified mail;
    - 2.5.2.3 by facsimile, with a hard copy to follow via U.S. Mail; or
    - 2.5.2.4 by a private delivery service with tracking methods to confirm delivery.

### **3. Contract Time**

- 3.1 **Time. TIME IS OF THE ESSENCE OF THIS CONTRACT!** Contractor shall supply a sufficient number of competent workers and shall cooperate with Pepper and other Prime Trade Contractors in the scheduling and performance of its Work. Contractor shall commence its Work upon notification from Pepper and will proceed toward completion in accordance with the Project Schedule ("Schedule") as described in **Exhibit E**, as established by Pepper, which may be adjusted from time to time to allow for proper coordination of all Trades' Work. Should Contractor fail to pursue or complete its Work in accordance with the Schedule, it hereby agrees to indemnify Owner and Pepper for any loss or damages caused by such delay.
- 3.2 **Schedule.** Contractor is obligated to perform Work in accordance with the Schedule, as set forth at **Exhibit E**, as follows:
- 3.2.1 Contractor is required to prepare its detailed Schedule ("Detail Schedule") within the scope of the preliminary Project Schedule, so as not to impede the stated Project completion time.
- 3.2.2 Contractor's assistance and input, with detailed breakdown of Work items and duration for each, is required to develop an agreeable and accurate final Project Schedule. Contractor shall submit a statement outlining Start Date(s), a Completion Date and estimated times for delivery of the major components of its Work. Detail Schedules shall be in the form of a bar chart and indicate durations in weeks. The Detail Schedule shall indicate, in detail, the status and progress of Shop Drawings and submittals, fabrications, delivery and installation Start/Complete dates for various stages of Work. Contractor shall provide a Detail Schedule five (5) business days after being awarded the Work.
- 3.2.3 It is expressly understood that scheduling requirements may require temporary omissions and out of sequence Work as reasonably designated by Pepper's Superintendent. All "come back" Work required for this or other out of sequence Work, including re-mobilization, shall be completed on a timely basis at no additional cost to Owner/Pepper.
- 3.3 **Progress Meetings.**
- 3.3.1 Contractor shall designate a single representative assigned to the Project who will be responsible for attending meetings, monitoring schedules and coordinating all activities. Contractor's Representative shall have the authority to commit the Contractor to solutions and/or actions as agreed upon in these meetings.
- 3.3.2 Regularly scheduled Progress Meetings shall be held weekly, unless otherwise scheduled. It will be the responsibility of each Contractor to attend these meetings to determine the status of the Project and to report on the status of its Work.
- 3.4 **Coordination.** Contractor shall cooperate and coordinate its Work with all other Prime Trade Contractors and furnish them all details and information required for proper coordination of the Work. Contractor shall cooperate in scheduling activities in order that the Work of all parties can be completed on a timely basis, and shall immediately advise Pepper of any interferences with its Work.
- 3.5 **Excusable Delays.** Extensions of time for delays not caused by the Contractor or not within the Contractor's control shall be strictly governed by the terms of the Contract Documents. Contractor must give Pepper notice of any potential delay within three (3) business days, or as otherwise stipulated within the Contract Documents, after such occurrence with an estimate of the additional time needed to overcome the delay. In no event will Contractor be entitled to any consideration for delays if it has concurrently delayed its own Work. If Contractor fails to give Pepper written notice of the excusable delay, the potential claim shall be deemed waived. The Contract Documents shall exclusively govern the Contractor's right to an increase in Contract Price or extension of time because of any excusable delay.
- 3.6 **Overtime.** When ordered in writing by Pepper, Contractor shall perform base Contract Work under this Agreement during overtime hours. In the event overtime work is required because of Contractor's own delays to the Project Schedule, e.g., insufficient manpower or submitting Shop Drawings and other submittals too late for approval per the Project Schedule, no additional compensation will be granted. In the event overtime is required because of delays of others, Contractor shall only be compensated for the net increased labor costs.

### **4. Contractor's Responsibilities**

- 4.1 **Prime Trade Contractor.** The Contractor, as an independent contractor, shall perform its obligations under this Contract using its best skill, care and diligence in the supervision and performance its Work according to the Contract Documents. Consistent with the Project Safety Requirements, as set forth at **Exhibit D**, the Contractor shall have complete responsibility and control over the performance of the Trade Contract Work, including construction means, methods, techniques, sequences and procedures for coordinating and completing its obligations under this Agreement.
- 4.2 **Permits, Licenses and Prevailing Wage Act.** In performing the Work, Contractor shall comply with all applicable laws and ordinances, including use of the most current statutory prevailing wage rates in effect for the location of the Project, and secure and pay for all necessary permits, licenses, inspections, tests and bonds required for the Work performed under this Contract. The general building permit will be obtained and paid for by others.
- 4.3 **Examination of Site.** Contractor warrants that it has visited and visually examined the Project site and general and local conditions which could affect its Work. Contractor shall make no claim for extra Work on account of existing exposed site conditions or conditions of which it knew, or in the exercise of reasonable skill as a first class contractor for this classification of Work, should have known.
- 4.4 **Incomplete Details.** The Work to be performed by the Contractor includes that Work specifically set forth in this Agreement, as well as any and all other work reasonably inferable from the work indicated by the Contract Documents. The Contractor shall take all field measurements necessary to perform its Work. Neither the Owner nor Pepper makes warranty, expressed or implied, as to the sufficiency of the Construction Documents furnished by the Owner. The Contractor shall furnish all required samples and Shop Drawings in order to insure that the Contractor's Scope of Work is complete in every detail and free from any gaps, duplications, or omissions.

- 4.5 Layout and Engineering. All Prime Trade Contractors will perform layout and engineering, as required to complete the Work within the scope of their respective Agreements, from vertical and horizontal principal control lines and grades established by Pepper.
- 4.6 Shop Drawings and Submittals. Contractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Pepper or other Prime Trade Contractors. Contractor shall be responsible to Owner/Pepper for the accuracy and conformity of its submittals to the Contract Documents. The review and/or approval of any Contractor submittal shall not be deemed to authorize deviations, substitutions or changes in the Contract Document requirements unless express written approval is obtained from Owner/Pepper, specifically authorizing such deviation, substitution or change.
- 4.7 Daily Reports. Each Contractor will submit a daily report to Pepper's Superintendent for each day Contractor is working on the Project. The daily report should state:
- A. The number of tradesmen that worked;
  - B. The positions of those tradesmen;
  - C. The number of hours each tradesmen worked;
  - D. The specific hours each tradesman worked;
  - E. The shift worked by each tradesmen: 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup>;
  - F. A brief description of the day's activities;
  - G. A two-day look ahead for scheduling purposes;
  - H. Any inspections, problems or otherwise pertinent information; and
  - I. Accidents that occurred during the day, if any
- 4.8 Material Delivery. Material delivery to the jobsite shall be handled in accordance with the following:
- 4.8.1 Cost of all shipping of materials, freight to the jobsite and insurance of same to be the responsibility of the Contractor.
  - 4.8.2 Contractor must notify Pepper's on-site Superintendent forty-eight (48) hours prior to delivering any materials. Copies of the delivery ticket will be stamped, showing the actual time and date shipment was received.
  - 4.8.3 Each shipment of material shall contain a packing slip with the correct nomenclature of contents; the box or carton containing this information must be so marked. At the time of shipment, one (1) copy of said packing slip shall be forwarded to the destination of shipment to alert Pepper's Superintendent as to what material is in transit so that arrangements can be made at least forty-eight (48) hours in advance to receive, allocate and store said material.
  - 4.8.4 If Contractor fails to adhere to the foregoing notification and other requirements, Pepper reserves the right to refuse, warehouse, or return to the carrier the shipment in question. All related costs incurred by Pepper, e.g., handling, storage, protection, etc., will be borne by Contractor.
- 4.9 Hoisting and Scaffolding. Contractor agrees to be solely responsible for all hoisting of materials and all scaffolding necessary for the performance of its own Work unless otherwise stated. Unless expressly provided for in Contractor's Scope of Work, no provisions for hoisting or scaffolding will be provided by Pepper. Any scaffolding or hoisting equipment used by Contractor must conform to all local code requirements including, but not necessarily limited to, those of state and federal OSHA. All cranes employed by Contractor shall have maintenance logs current as of the date on the jobsite. All logs shall be readily available for review by Pepper upon request.
- 4.10 Dewatering. Contractors who are performing excavation, trenching, utility and/or concrete work are responsible for keeping their excavations free of water during construction.
- 4.11 Cutting and Patching. Contractor shall perform cutting, patching, fire safing and caulking, as required to complete the Work within the Scope of its respective Contract.
- 4.12 Testing. Contractor will be responsible for costs of retesting and correcting or replacing Work that fails the Owner/Pepper's testing or that of local authorities, as well as all costs incurred by other Trades whose Work is delayed or damaged due to the failure of Contractor's Work to meet inspection and test requirements.
- 4.13 Environmental Compliance. Contractor agrees to comply with pollution and environmental protection regulations for the use of water and other services. Contractor further agrees to discharge waste and storm water drainage from the Project site and to comply with any "Environmental Impact" commitments that may have been made by the Owner in securing approval to proceed with construction of this Project. All waste materials and substances (e.g., solvents, cleaners, waste oils, etc.) shall be handled and/or disposed by Contractor in full compliance with all applicable federal, state and local statutes, regulations, ordinances and rules.
- 4.14 Cleanup. Contractor must provide cleanup and disposal of debris resulting from its Work on a daily basis in order to keep the Project clean, orderly and hazard free. Material will be placed in dumpsters provided by Pepper. Location of dumpsters will be at Pepper's discretion.
- Upon completion of Work and prior to leaving the site, Contractor must receive approval and acceptance by Pepper that all final cleanup requirements have been met and that the area is ready for final inspection. When directed in writing in the field by Pepper's Superintendent, Contractor agrees to cleanup all debris attributable to its Work within twenty-four (24) hours notice for any given work area, or accept the appropriate back charges for cleanup performed by Pepper or other contractors which will be billed to Contractor on a monthly basis no later than the following month in which the charges are incurred.
- 4.15 Protection of Work. Contractor shall take reasonable precautions for safety of and shall provide reasonable protection to prevent damage, injury, or loss to:
- 4.15.1 employees on the jobsite and other persons who may be affected;
  - 4.15.2 the Work, materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or Subcontractors; and



- 4.15.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property as described above caused in whole or in part by the Contractor or its Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner, Architect, Pepper or anyone directly or indirectly employed by them, or by anyone for whose acts they may be liable and not attributable to the fault or negligence of the Contractor.

- 4.16 Punch List. Contractor will give written notification upon completion of the punch list.

- 4.17 As-Built Documents & Operations Manuals. Contractor is required to maintain an up-to-date set of As-Built Drawings at all times. At the completion of Contractor's Work, Contractor will provide to Pepper the number of copies of As-Built Drawings that are required per the Contract Documents and one (1) additional copy for Pepper's use. Contractor shall provide copies of Owner's Operational/Instructional/Maintenance Manuals and training materials as required by the Project Specifications.

- 4.18 Payment and Performance Bonds. If required by the Request for Bid, Contractor shall furnish to Owner, within \_\_\_ days after selection of Contractor as the lowest responsive and responsible bidder, and maintain throughout the Project, a 100% Payment and Performance Bond from a surety company acceptable to Owner. If not otherwise specified, the surety shall be A.M. Best-rated A/X or better. The Performance Bond shall include a Dual Obligatee Rider naming both the Owner and Pepper as obligees. The Payment Bond shall include, among other things, a provision that will guarantee the faithful performance of the prevailing wage clause, as set forth at Paragraph 9.1, below, and pursuant to applicable laws.

- 4.19 Indemnity Bonds. Consistent with applicable law, in the event that Owner receives a notice or claim of non-payment from a Subcontractor or material supplier under contract with the Contractor, Owner shall have the right to require the Contractor to bond over the claim in an amount equal to One Hundred Seventy-Five percent (175%) of its amount. Should Contractor not be justified in refusing to pay the claim, after three (3) days' written notice to Contractor, Owner shall have the right to pay a sum sufficient to discharge such claim or obligation and charge the same against any amount owed Contractor. Pepper shall also have the right to require Contractor to furnish and pay for an indemnity bond in an amount not less than One Hundred Seventy-Five percent (175%) of (a) the sum of any final lien waivers the Contractor fails to provide or (b) the amount of any unjustified claims. Provided payment is made for Work properly performed, Contractor agrees to defend, hold harmless and indemnify Owner and Pepper against all loss, damages, judgments and expenses (including attorneys' fees), which Owner or Pepper may sustain in connection with any claim.

- 4.20 Taxes. The Owner is not subject to the payment of Retailer's Occupational Tax or any other state sales or use tax. Such exemption, however, does not apply to tools, machinery, equipment or other property leased by the Contractor, or to supplies and materials that, even though consumed, are not incorporated into the completed Project. The Contractor shall be responsible for and pay all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property, and upon unincorporated supplies and materials. Tax Exempt Letter attached in **Exhibit F**.

- 4.21 Price Escalation. This Agreement includes any and all price escalation throughout the duration of the Project.

- 4.22 Laws. This Agreement shall be governed by the law of the Project location. Laws include, but are not limited to, laws, ordinances, regulations, rules and orders of public authorities. The Contractor agrees to be bound by, and at its own cost, comply with all federal, state and local laws applicable to the Trade Contract Work, including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, and all others required by the Contract Documents or as may be set forth in the Request for Bid. The Contractor shall be liable to Owner/Pepper for all loss, cost and expense attributable to any failure of the Contractor, its employees, agents, and Subcontractors to comply with such laws, including, but not limited to, fines, penalties or corrective measures.

- 4.23 Performance. Pepper's failure to require strict performance of any provision of this Agreement shall not constitute a waiver of its right to require strict performance in the future.

## 5. Scope of Work

The Scope of Contractor's Work shall include, but not necessarily be limited to the following:  
See Scope of Work, attached hereto at **Exhibit B**.

## 6. Subcontractors

- 6.1 Subcontracts. Contractor agrees not to subcontract more than five percent (5%) of this Contract without the prior written consent of Pepper. For all proposed Subcontracts in excess of five percent (5%), Contractor shall furnish to Pepper an AIA Document A-305 or equal Contractor's Qualification Statement, not less than five (5) working days prior to final execution of any Subcontract. In accordance with the Contract Documents as defined in Article 1, above, Contractor agrees it shall not contract with any such proposed person or entity to which the Owner, Pepper or the Architect has a reasonable objection.

Contractor agrees that any part of Work performed for the Contractor by an approved Subcontractor shall be pursuant to a written Subcontract between the Contractor and each Subcontractor. Said written Subcontract shall contain provisions that:

- 6.1.1 Require the Work be performed in accordance with the requirements of these Contract Documents;  
6.1.2 Require the Subcontractor to carry and maintain liability insurance coverage in accordance with these Contract Documents;

- 6.1.3 Require the Subcontractor to agree to the Construction Schedule as outlined and/or detailed in Paragraph 3.2, above; and
- 6.1.4 Require the Subcontractor to provide waivers and other required billing materials as set forth in Paragraph 9.2, below.
- 6.1.5 Upon receipt of payment, Contractor shall promptly disburse from such payment, in exchange for waivers, the sums due and owing to any Subcontractor and/or material supplier for their Work included in payment to Contractor. Waivers must be supplied for Subcontractors and/or material suppliers at the time they are listed in the "This Payment" section of the affidavit provided with the waiver.
- 6.2 Labor Harmony. The Contractor shall (and shall expressly require in writing any of its Subcontractors, to) employ only field labor and tradesmen to perform Work on the site whose presence on the jobsite will not result in strikes, work stoppages, picketing, or other labor disputes with any other field labor and tradesmen present on the Project site. The Contractor shall manage its work force so as to avoid labor disputes with its own or other Trades on the job, and shall keep current in the payment of all wages and benefits required to be paid to or on behalf of its employees working on the job under any collective bargaining agreements or trust agreements to which it is signatory. The diligent progress of the Work is of the essence and Contractor's violation of this Paragraph shall be a material breach of this Agreement.
- 7. Changes in the Work**
- 7.1 Change Orders. When Pepper so orders in writing, the Contractor shall make any and all changes in the Work that are in the general Scope of this Agreement. Adjustments in the Contract Price or Contract Time, if any, resulting from such changes, shall be set forth in a Contract Change Order pursuant to the Contract Documents. No adjustment shall be made for any changes performed by the Contractor that have not been ordered in writing by Pepper.
- 7.2 Contractor Notification. As additional information or revisions are provided by the Owner, Pepper or Architect, the Contractor shall review such information for inclusion of its Work and notify Pepper within ten (10) working days of any cost or schedule changes to the Contract. If no response is received from Contractor within this time frame, it will be assumed that no additional costs or time extensions will apply. Any changes which are made without prior written authorization of Pepper's Project Manager will be done at Contractor's own risk and payment for such changes is not guaranteed. All revisions causing potential cost increases to the Contractor must be approved prior to commencement of said Work.
- 7.3 Compensation. Compensation for extra work shall be by one or more of the following methods at the option of Owner/Pepper:
- A. Unit prices contained in the Scope of Work;
  - B. Alternate prices contained in the Scope of Work;
  - C. Negotiated Lump Sums;
  - D. Negotiated unit prices; or
  - E. Cost plus compensation. In the case of cost plus compensation, costs shall be defined as and specifically include the following: cost of materials, including sales tax and cost of delivery; cost of labor in the field, including social security, old age and unemployment insurance; Workers' Compensation and general liability costs; bond premiums; and rental value of the power tools and equipment at rates not to exceed those contained in the current edition of the Associated Equipment Distributors Construction Equipment Rental Rates.
- 7.4 Change Order Overhead and Profit.
- 7.4.1 Change Order overhead and profit shall include the following: costs to prepare estimates or Shop Drawings; wages of Superintendents, Project Managers, non-working foremen (unless specifically included in the Scope of Work), timekeepers, watchmen and clerks; hand tools, incidentals, general office expenses; interest expense; warranty expense; and all other expenses not included in "costs" as defined above.
- 7.4.2 Unless otherwise stipulated, the following percentages for overhead and profit shall be added to approved costs:
- 7.4.2.1 For any Work performed by Contractor's own forces: 10% for overhead and 5% for profit.
  - 7.4.2.2 For Work performed by Contractor's Subcontractor: 0% for overhead and 5% for profits of the amount due the Subcontractor.
- 7.5 Change Order Proposals. To facilitate checking of quotations for extras or credits, all proposals must be accompanied by complete itemization of cost including labor, materials, equipment and Subcontractors.
- 7.6 Field Changes. For field changes, time and material tickets signed by the Pepper Superintendent at the jobsite are to be retained to verify actual hours worked, and materials and equipment used; such tickets must be signed within twenty-four (24) hours of completing the Work. The verification that the Work is additional work outside of the contractual Scope is subject to approval by Pepper's Project Manager. No changes will be approved without such itemization.
- 7.7 **Pending Change Request Log.** A Pending Change Request Log shall be submitted electronically by the Contractor to the Pepper Project Manager at the time of each monthly Application for Payment submission. Such Log shall identify any outstanding change requests ("CRs") as well as correlating CR date, description, dollar value and the status of the Change Request. Receipt of such Log does not imply acknowledgement or approval of identified CRs, but rather that such CRs have been submitted for review. CRs are finalized when incorporated into Contractor's Contract via Change Order. Change Order pricing must be in accordance with the Contract. Monthly progress payments may be delayed or withheld by Pepper if such Pending CR Log is not timely provided by Contractor to Pepper.

7.8 Concealed Site Conditions. If conditions are encountered at the Project site that are: (1) subsurface or other physical conditions which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction and activities in the area of the Project, written notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event, later than two (2) days after first observance of such conditions. Unless otherwise provided for in the Contract Documents, equitable adjustment to the Prime Trade Contract Price and Time shall be made by Change Order.

## 8. Jobsite

8.1 Access/Parking. The use of and access to the site shall be restricted to those areas and limited to those temporary roads authorized and designated by Pepper's on-site Superintendent. Parking on the jobsite is restricted to company vehicles and equipment only if allowed by Pepper's Superintendent. Contractor's employees shall park in designated areas.

8.2 Jobsite Offices/Storage. The Project site may have limited space available for storage; therefore, any on-site storage will require prior approval of Pepper's Superintendent. Contractors' jobsite trailers, materials, tools and equipment may be stored on the jobsite at locations approved by Pepper and must be removed or relocated when directed. Contractor shall use, for this purpose only, the minimum space that is absolutely required for proper performance of the Work. Any damage or losses resulting from storage of material, tools and equipment shall be remedied at the cost of the Contractor. Each Prime Trade Contractor shall be responsible for erection, dismantling, maintenance, utilities, security, etc., that it may deem necessary in setting up its trailers, sheds and storage area.

### 8.3 Temporary Facilities.

8.3.1 Contractor may establish a temporary office at the jobsite; the exact size and location of said facilities shall be subject to the approval of Pepper's Superintendent. The temporary office, along with any electrical, telephone or similar service for such field office, shall be the responsibility of the Contractor. As the Work progresses, Contractor agrees to relocate and/or remove said facilities upon seventy-two (72) hours written notice from Pepper's Superintendent.

8.3.2 Temporary facilities furnished by Pepper for Contractor's use on the site shall be limited to the following:

8.3.2.1 Temporary sanitary services for Contractor's personnel.

8.3.2.2 Temporary non-potable water service only after the permanent tap is made at water main. Water will be available at a minimum of one location, adjacent to the construction area. It shall be the Contractor's responsibility to provide hook-ups and extensions as required and to coordinate with Pepper's on-site Superintendent.

8.3.2.3 Temporary power and lighting for the building shall be specific to OSHA standards and provided by the Electrical Trade Contractor for all Prime Trade Contractors' use. If special or additional services are required, arrangements through Pepper's on-site Superintendent will be necessary. However, the contractual relationship shall be directly between the on-site Electrical Trade Contractor and Contractor.

8.3.2.4 Temporary power will be limited to 120-volt, single-phase temporary electric service in the construction area only after temporary or permanent power is established on the jobsite. If temporary power is not available or is insufficient for the Contractor, the Contractor shall furnish generators at its expense. The Contractor shall be required to provide extension cords for all power tools.

## 9. Wage Scale and Payments

### 9.1 Prevailing Wage Requirements.

9.1.1 Not less than the prevailing rate of wages for work of a similar character in the locality of the Project, as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing Work under this Contract. Contractor shall comply with all requirements of the Illinois Wages of Employees on Public Works Act.

9.1.2 It shall be mandatory upon Contractor to cause to be inserted into each lower tiered subcontract and into the Project Specifications for each lower tiered subcontractor a stipulation to the effect of this Paragraph 9.1.

9.2 Billing Procedures. The following terms and conditions are an integral part of this Contract:

9.2.1 **PEPPER CONSTRUCTION COMPANY IS ONLY ABLE TO PROCESS INVOICES THROUGH ITS ACCOUNTING SYSTEM AFTER THE CONTRACT AGREEMENT HAS BEEN SIGNED WITHOUT ALTERATION AND RETURNED TO PEPPER, INCLUDING APPROPRIATE INSURANCE AND SAFETY DOCUMENTATION.**

9.2.2 CHANGES TO CONTRACTOR'S AGREEMENT CANNOT BE BILLED UNTIL A FORMAL CHANGE ORDER HAS BEEN RECEIVED BY CONTRACTOR FROM AN AUTHORIZED REPRESENTATIVE OF PEPPER CONSTRUCTION COMPANY AND EXECUTED BY BOTH CONTRACTOR AND PEPPER. ONCE APPROVED, CHANGES SHOULD NOT BE SEPARATELY BILLED, BUT SHOULD BE INCLUDED IN CONTRACTOR'S MONTHLY BILLING AT THE REVISED CONTRACT AMOUNT.

9.2.3 All billings for materials delivered or Work completed will be done per the Pepper billing procedures. The affidavit, a sample of which is attached, must accompany all invoicing or Contractor's invoice will be returned unprocessed. See the attached affidavit Completion Requirements for instructions. All amounts to be billed must be approved before requisitions or billings are submitted. Payments received from Owner shall be held for Contractor's account and promptly disbursed according to the terms of this Agreement.

9.2.4 Applications for Payment for Work performed and accepted by Owner and Pepper shall include one (1) copy of the following:

9.2.4.1 Affidavit;

- 9.2.4.2 Application and Certificate for Payment signed and notarized (AIA G702);
- 9.2.4.3 Schedule of Values (AIA G703) in format approved by Pepper;
- 9.2.4.4 Signed documents for stored material; and
- 9.2.4.5 Pending Change Request Log, submitted electronically, identifying outstanding Change Requests (“CRs”), as well as correlating CR date, description, dollar value and status of the Change Request, as further described at Article 7, above.
- 9.2.5 Applications for Payment for Work performed and accepted by Owner and Pepper shall include three (3) Partial or Final Waivers of Lien, as appropriately required, including waivers from all Subcontractors and material suppliers listed in the “This Payment” section of the Contractor’s Affidavit provided within the Waiver, and for further lower tiers upon request.
- 9.2.6 All invoice packages must be received no later than the day of the month indicated on Page 1, above, for Work performed, as projected, from the \_\_\_ to the \_\_\_ of the month. Invoice packages not received by this deadline WILL NOT be processed until the following month.
- 9.2.7 Unless the Owner requires current Waivers of Lien with each Application for Payment, upon Pepper’s receipt of payment from the Owner, Contractor will be contacted with the correct information to be included in the Waiver of Lien. The Waiver and Affidavit format to be used shall be that attached hereto, unless otherwise specified by Owner.
- 9.2.8 Owner’s payment to Pepper is a condition precedent to Pepper’s obligation to pay Contractor. When payment to Contractor is received from Owner, and provided the billing and insurance requirements have been met as required under this Contract, all payments by Pepper for Contractor’s Work accepted by Owner shall be made in the net amount of its request within two (2) business days of receipt of Owner’s payment.
- 9.2.9 At the time the Final Waiver is required, it shall be in the full amount of the adjusted Contract Price.
- 9.2.9.1 Retainage shall be held as indicated on Page 1, above, and paid to Contractor after approval and acceptance by Owner or Pepper and upon payment by Owner to Pepper.
- 9.2.9.2 The Affidavit must accompany all invoicing or Contractor’s invoice will be returned unprocessed. All amounts to be billed must be approved before the billings are submitted.
- 9.2.10 In the event Contractor suffers financial distress as described in Paragraph 14.1, below, Pepper, on Owner’s behalf, may pay Subcontractors or material suppliers directly or tender payment jointly to Contractor and lower tiers.
- 9.3 Accounting Records. Contractor shall make and keep, for a period of not less than three (3) years, true and accurate records of the name, address, telephone number (when available), last four (4) digits of the Social Security number and labor classification of all laborers, workers, and mechanics employed by them in connection with the Project. The records shall also show actual hourly wages paid in each pay period to each employee and the hours worked each day in each work week by each employee. While performing the Work of this Agreement, Contractor’s payroll records shall include the starting and ending times of work for each employee. Such records shall be open at all reasonable hours to the inspection of the Owner, consistent with applicable law.
- 9.4 Off Site Materials. Unless expressly made a part of the Scope of Work for this Agreement or approved in advance in writing, the cost of construction work completed does not include materials or equipment stored off the site.

## 10. **Safety Regulations**

A Pepper representative is required to be on site any time Work is being performed by the Contractor. The Contractor, its agents, employees, Subcontractors and materialmen will comply with all laws, ordinances, and industry standards applicable to the performance of its Scope of the Work on the Project in a safe and responsible manner. In particular, Contractor shall, at its own expense, conform to the safety policies and regulations established by Pepper as listed within this Agreement and within the “Jobsite Safety Handbook”, set forth at **Exhibit D**, and shall comply with all specific safety requirements promulgated by any government authority, including, without limitation, the requirements of the Occupational Safety and Health Act of 1970, the Construction Safety Act of 1969, and all standards and regulations which have been or shall be promulgated by the parties or agencies which administer the Acts.

**The Jobsite Safety Handbook, Exhibit D, may be accessed at**

- [www.pccsafety.com](http://www.pccsafety.com),

**as well as the following within <https://pepper.plansandspecs.com>:**

- **Project Name>Documents>Bid Packages (during the bidding stage) and**

- **Project Name>Documents>General & Photos>Safety Documents (once construction starts).**

**If for any reason Contractor is unable to access the Jobsite Safety Handbook from either of these sources, contact the Pepper Project Manager.**

Contractor shall comply with said requirements, standards, and regulations and require and be directly responsible for compliance therewith on the part of its agents, employees, Subcontractors, and materialmen and shall directly receive, respond to, defend and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, Subcontractors or materialmen to so comply.

- 10.1 Contractor Safety Plan. The Contractor must develop a site-specific pre-job safety plan outlining any hazards and the procedures it will use to eliminate those hazards. Contractor will review its plan with Pepper’s field supervisory personnel and crews. This plan is to be submitted to the Pepper Superintendent at least two (2) weeks prior to commencing Work.



- 10.2 Drug & Alcohol Policy. The Contractor's field personnel assigned to this Project, including Subcontractors of the Contractor, will abide by the Pepper **Drug & Alcohol Policy** as further detailed in the Jobsite Safety Handbook. In addition, Contractor will commit to no drug or alcohol use by its employees over the lunch period or any other break time. Contractor agrees to remove from the jobsite any of its employees or Subcontractor employees who violate this policy.
- 10.3 Accident Report. Contractor shall report immediately to Pepper any injuries suffered by its employees or any injuries to other persons or property damage arising out of its operation. Pepper shall be furnished one (1) copy of the written accident report within twenty-four (24) hours of the injury or damage.
- 10.4 Protective Equipment. Contractor will equip its personnel with all necessary personal protective equipment required by law or Pepper. This includes, but is not limited to, hard hats, eye protection, foot and hand protection, ear protection, fall protection and respiratory protection.
- 10.5 Ground Fault Circuit Interrupters. Contractor will assure protection of all of its employees when using electric power equipment by utilizing Ground Fault Circuit Interrupters **at all times**. As supplemental protection, the Assured Equipment Grounding Program may be implemented. As stated in the Jobsite Safety Handbook, all branch circuit conductors shall be permitted only within cable assemblies or be multi-conductor cord or cable of a type identified for *hard usage or extra hard usage*. NEC Table 400-4 lists "hard" and "extra hard" usage wire types.
- 10.6 Scaffolds and Ladders. All of the Contractor's scaffolds and ladders shall be in accordance with all required safety regulations and manufacturers' requirements.
- 10.7 Fall Protection. Contractor will comply with all applicable standards contained within OSHA's Construction Industry Regulations, Subpart M. With regard to steel erection and decking, Contractor and its employees shall comply with **specific fall protection guidelines**, as contained within the Pepper Project Safety Plan For Steel Erection and within the Instructions to Bidders. In addition, those Contractors engaged in the steel erection process will comply with all requirements of the revised Subpart R Standard, except where the requirements of Pepper's Steel Erection Plan are more stringent. In such cases, the Contractor will abide by the stricter standard.
- 10.8 Safety Policies. Contractor agrees to require all of its employees and Subcontractor's employees to abide by OSHA regulations and Pepper's Jobsite Safety Handbook, **Exhibit D**, on all Pepper Projects. Contractor shall provide training to all its employees of the possible hazards associated with the tasks each employee performs and each employee must know and understand all of these safety regulations. Prior to entering the jobsite, ALL PERSONS performing Work must attend the Pepper jobsite safety orientation training.
- 10.9 Contractor's employees are required to attend Pepper's Jobsite Orientation prior to beginning Work at the site. Contractor shall coordinate and schedule the orientation with Pepper's Superintendent in a timely manner for all personnel for this Project. This mandatory orientation consists of a general safety orientation and a Project-specific orientation for each person entering the jobsite.
- 10.10 OSHA Training. Contractor shall ensure that its jobsite Supervisor has completed the thirty (30) hour OSHA Construction Safety Course and Contractor shall provide Pepper with certification of such training prior to start of its Work.
- 10.11 Tool Box Safety Meetings. Contractor will hold weekly Tool Box Safety Meetings, led by its jobsite Supervisor. Minutes of the Tool Box Safety Meetings, as well as a signature sheet of all attendees, are to be turned in to the Pepper jobsite Superintendent weekly.
- 10.12 First Aid. Contractor must provide first aid equipment to be made accessible to its employees.
- 10.13 Hazardous Materials.
- 10.13.1 Contractor agrees to submit all necessary Safety Data Sheets, SDS-OSHA Form 20 or equivalent, for all hazardous substances introduced on the jobsite and shall inform Pepper's office prior to its introduction to the jobsite. Contractor must be in compliance with the OSHA Hazard Communication Standard 1926.59. It is imperative that the Material Safety Data Sheets be on file in Pepper's office prior to Contractor's starting Work on the site.
- 10.13.2 Should Contractor encounter existing asbestos, polychlorinated biphenyl (PCB) or other hazardous substances at the site which potentially are harmful to persons or property, Contractor shall take all actions required by the Contract Documents and by law to protect persons and property from injury or damage, including stopping the Contractor's Work in the affected areas and immediately notifying the Owner/Pepper verbally, and shortly thereafter in writing.
- 10.13.3 Should Contractor be required to stop its Work as a result of existing hazardous materials located at the jobsite, Contractor shall not resume its Work in the affected area until the hazardous substances have been removed or rendered harmless or the Owner/Pepper and Contractor agree in writing to commence Work in all or a portion of the area.
- 11. Insurance**
- 11.1 Insurance Requirements. Contractor shall maintain, at its own expense, during the progress of the Work and throughout the warranty period, insurance written by insurance companies as required by the Owner's Request for Proposals (as further described below) with the minimum limits and coverage as shown below or, if higher, the requirements set forth in the Contract Documents. For purposes of this insurance section, major trades include: Concrete//Pre-cast Concrete; Curtainwall; Electrical; Elevator; Excavation/Earthwork; Fire Protection; Hoisting/Tower Crane; HVAC; Plumbing/Piping; Shoring/Underpinning; Soil Stabilization; Special Foundations/Caissons; and Steel (collectively, "Major Trades").
- Unless otherwise required by the Contract Documents, at a minimum, Contractor's insurance shall be provided by:
- 1) Insurer(s) authorized to transact business in the state where the Work or operations will be performed by Contractor; and
  - 2) Admitted insurers that maintain an A.M. Best's rating of not less than A-/VIII.
- 11.1.1 **WORKERS' COMPENSATION** including **Employers' Liability Insurance** in an amount of at least:
- 1) \$1,000,000, bodily injury by accident – each accident;

- 2) \$1,000,000, bodily injury by disease – policy limit; and
- 3) \$1,000,000, bodily injury by disease each employee.

Where applicable, evidence of coverage shall be required for Longshore and Harbor Workers' Compensation, Maritime coverage, Federal Employers' Liability Act and other unique exposures requiring endorsement of coverage.

Workers' Compensation coverage must extend to every employee, including owners/officers of a closely held corporation and/or individuals operating as a sole proprietorship or partnership

- 11.1.2 **COMMERCIAL GENERAL LIABILITY ("CGL")** insurance for Major Trades with a limit of not less than \$2,000,000 per occurrence for both Premises/Ongoing Operations, \$2,000,000 Products-Completed Operations aggregate; and \$2,000,000 general aggregate applicable to claims other than Products-Completed Operations. For all other trades, with a limit of not less than \$1,000,000 per occurrence for both Premises/Ongoing Operations, \$1,000,000 Products-Completed Operations aggregate; and \$1,000,000 general aggregate applicable to claims other than Products-Completed Operations. To the extent that Contractor's CGL insurance is subject to aggregate limits, the policy shall be endorsed so as to apply such aggregate limits separately to each Project.

Coverage afforded under Contractor's CGL and any Commercial Umbrella insurance shall be provided on an occurrence basis and shall be subject to the terms of the Insurance Services Office ("ISO") Commercial General Liability Coverage Form CG 0001, or an equivalent form providing coverage at least as broad as the ISO form specified. There shall be no limitations or exclusions of coverage beyond those contained in the standard coverage form and coverage shall include liability arising from Premises/Operations, Elevators, Broad-Form Property Damage, Independent Contractors, Contractual Liability, Products-Completed Operations including Construction Defect, Contractual Liability or Personal Injury and Advertising Injury.

All coverages shall be maintained in force for a period of three (3) years after Substantial Completion of the Project or for such period of time as is described in the Contract Documents ("Products-Completed Operations Period"). All terms and conditions of such coverage shall be maintained during this Products-Completed Operations Period, including the required coverage limits and the requirement to provide Pepper and Owner with coverage as an **Additional Insured** for Products-Completed Operations. XCU Exclusions must be deleted when applicable to operations performed by the Contractor.

- 11.1.3 **COMMERCIAL UMBRELLA LIABILITY** ("Umbrella Liability") shall be maintained by Contractor, providing the same coverage and with the same **Additional Insureds** as the primary policy in the amount of \$5,000,000 for Major Trades and \$1,000,000 for all other trades. All terms and conditions of such coverage shall be maintained during the three (3) year Project-Completed Operations Period, including the required coverage limits and the requirement to provide Pepper and Owner with coverage as an **Additional Insured** for Products- Completed Operations. Umbrella Liability insurance required under this Prime Trade Contract shall follow the form of the Commercial General Liability insurance, Business Automobile insurance, and Employers' Liability insurance as required in the Prime Trade Contract. To the extent that Contractor's Umbrella Liability insurance is subject to aggregate limits, policies shall be endorsed so as to apply such aggregate limits separately to each Project.

When providing a Blanket Certificate of Insurance, the following wording must be included: "*All work provided by [Contractor's Company Name] for all Pepper Construction Company jobsites. Additional Insureds: Pepper Construction Company and all others identified at Exhibit C of the Prime Trade Contract.*"

- 11.1.4 **BUSINESS AUTOMOBILE LIABILITY** on an accident basis covering all Owned, Leased, Non-Owned and Hired Vehicles providing limits of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence, including coverage of its own employees.
- 11.1.5 **CONTRACTOR'S POLLUTION LIABILITY** insurance shall be provided by Contractor with minimum limits of \$1,000,000 per occurrence and \$1,000,000 per aggregate for at least the following types of Contractors: building enclosure systems, drywall/insulation, MEP (including but not limited to HVAC, plumbing, sprinkler), and excavating. Policy shall include affirmative mold coverage. The policy must include the parties listed in **Exhibit C** Insurance Requirements as **Additional Insureds** on a primary and non-contributory basis. Occurrence or claims-made coverage is acceptable. Occurrence-based coverage is to be maintained for five (5) years after completion. Claims-made coverage is to have a retroactive date prior to the date the Contractor commences contracting services on the Project and shall include an Extended Reporting Period of three (3) years. **Additional Insured** coverage under the Contractor's Pollution Liability shall apply to both ongoing and completed operations.
- 11.1.6 **ADDITIONAL INSURED:** The Contractor's CGL and Umbrella Liability policies must include the parties listed in **Exhibit C** as **Additional Insureds**, on an ISO **Additional Insured** Endorsement (CG 2010 and CG 2037, Edition #07 04 or older, or equivalent) covering Ongoing and Completed Operations. Contractor's insurance will be Primary and Non-Contributory to any insurance carried by any of the **Additional Insured**. Contractor's required insurance shall apply separately to each **Additional Insured**. Any other insurance or self-insurance maintained by Pepper or Owner shall be excess of, and non-contributory with, the coverage afforded by Contractor's CGL and Umbrella Liability insurance.
- 11.1.7 A Certificate of Insurance on an ACORD form, and the **Additional Insured** Endorsement (including a waiver of subrogation) must be delivered to the Pepper Project Manager of record and FAXED TO THE PEPPER JOBSITE SUPERVISOR PRIOR TO THE **COMMENCEMENT OF ANY WORK**. The Contractor shall notify Pepper by email within thirty (30) days if such coverage is to be altered, cancelled, or allowed to expire.
- 11.1.8 Equivalent insurance coverage must be obtained from each of Contractor's Subcontractors or Suppliers, if any, before permitting them on the Project site. In the event Contractor fails to obtain such coverage from its lower tiers, protection of such parties shall be included within Contractor's insurance policies.
- 11.1.9 Contractor's required insurance shall apply separately to each **Additional Insured**.
- 11.1.10 Pepper may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its Agreement with the Owner. Contractor may use such items upon Pepper's prior written authorization. In the event of any such Contractor use, the Contractor agrees to insure against claims of injury or damage caused by such items while in Contractor's care, custody or control by naming

Pepper as an insured party and/or a loss payee for Physical Damage losses. Liability limits shall be the same as in Subparagraphs 11.1.2 – 11.1.5, above. Physical Damage Insurance against damage to the items themselves shall be on a “Replacement Cost” basis.

- 11.1.11 Contractor will be responsible for any deductible or self-insured retention under its insurance policies.
- 11.1.12 It is understood and agreed that Pepper shall withhold payments to the Contractor until a properly executed Certificate of Insurance and endorsement providing insurance as required herein, accompanied by a signed Prime Trade Contract, are received by Pepper. The failure of Pepper to withhold such payments or obtain the required Certificates or endorsement shall not be deemed to be a waiver of Contractor’s obligation to provide the insurance required under this Agreement.
- 11.1.13 Contractor hereby waives any rights of subrogation against Owner, Pepper, the Architect, and any other **Additional Insured** as required by this Agreement or the Request for Proposal. If insurance policies specified within this Article 11 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed. This waiver shall apply to all first party Property, Equipment, Vehicle and Workers’ Compensation claims (unless prohibited under applicable state statutes), and all third party liability claims.
- 11.1.14 Limits under the Commercial General Liability, Business Auto Liability, and Employer’s Liability policies can be obtained by any combination of primary and excess coverage.
- 11.2 Contractor’s Tools and Equipment. Contractor shall assume all risks and liability for damage or loss to all materials, tools or equipment not incorporated in the Work and which belong to it or are under its care, custody or control.
- 11.3 Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Pepper, the Architect and others required in the Contract Documents and their agents, other employees and invitees, from and against all claims, damages, losses and expenses, including by not limited to, attorneys’ fees (“Claims”), arising out of or resulting from Contractor’s performance of or failure to perform its obligations under this Contract, provided that such Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of the Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. This indemnification shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Contractor under Workers’ Compensation, disability benefit or other employee benefit acts and shall survive the Completion and the final payment of this Contract.

Contractor further agrees to obtain, maintain, and pay for such insurance as will insure the provisions of this Paragraph 11.3

## 12. Warranties

Contractor shall provide a separate written warranty in triplicate at the time of final billing, guaranteeing its Work against defects in materials and/or workmanship for the period required in the Specifications. If required by the Contract Documents and Request for Proposal, Contractor shall also provide a Manufacturer’s Warranty for installed materials and equipment. All warranties shall meet the express terms and conditions required under the provisions of the Contract Documents for the period called for in the Specifications or, if not specified, for twelve (12) months from acceptance of Project by Owner. Contractor shall promptly repair or replace any such defects occurring within the warranty period without cost or liability to Owner or Pepper.

## 13. Equal Employment Opportunity

During the performance of this Contract, the **Contractor shall incorporate the requirements of 41 C.F.R. §§60-1.4(a)(7), 60-250.5 and/or 60-300.5, 60-741.5, EO 13496 and 29 C.F.R. part 471, Appendix A to Subpart A, if applicable,** and agrees as follows:

- 13.1. Non-Discrimination.
- 13.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 13.1.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 13.1.3 The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the Contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 13.1.4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 13.1.5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 13.1.6 In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further

Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

13.1.7 The Contractor will include the provisions of Subparagraphs 13.1.1 – 13.1.6, above, in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13.2 Affirmative Action.

13.2.1 The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

13.2.2 The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local offices regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in Subparagraphs 13.2.4 and 13.2.5, below.

13.2.3 Listing of employment openings with the employment service system pursuant to this Clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive orders or regulations regarding non-discrimination in employment.

13.2.4 The reports required by Subparagraph 13.2.2 of this Clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location: (1) the number of individuals hired during the reporting period; (2) the number of non-disabled veterans of the Vietnam era hired; (3) the number of disabled veterans of the Vietnam era hired; and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within thirty (30) days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one (1) year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

13.2.5 Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this Contract clause.

13.2.6 This Clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

13.2.7 The provisions of Subparagraphs 13.2.2-13.2.5 of this Clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

13.2.8 As used in this Clause:

13.2.8.1 "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement or openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

13.2.8.2 "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam,



Puerto Rico, and the Virgin Islands.

- 13.2.8.3 "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.
- 13.2.8.4 "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement," means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
- 13.2.9 The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 13.2.10 In the event of the Contractor's non-compliance with the requirements of this Clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 13.2.11 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- 13.2.12 The Contractor will notify each labor union or representative of workers with which it has a collective bargaining Agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- 13.2.13 The Contractor will include the provisions of this Clause in every Subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Contract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
- 13.2.14 The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to a position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 13.2.15 The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 13.2.16 In the event of the Contractor's non-compliance with the requirements of this Clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 13.2.17 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 13.2.18 The Contractor will notify each labor union or representative of workers with which it has a collective bargaining Agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 13.2.19 The Contractor will include the provisions of this Clause in every Subcontract or purchase order of \$2,500 or more unless exempted by rules regulations, or orders of the Secretary issued pursuant to section 503 or the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Subcontractor will take such action with respect to any Contract or purchase order as the Director of the Office of Federal Contract Compliance. Programs may direct to enforce such provisions, including action for non-compliance.
- 13.3 The Contractor shall comply with all federal, state, and local equal employment and affirmative action statutes, rules and regulations including, to the extent applicable given the geographical location of the Project (and not in limitation of any other particular law that would pertain to the Contractor's Scope of Work), the City of Chicago Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., and any subsequent amendments to or regulations thereof.

Violation of any anti-discrimination or affirmative action requirements, whether or not expressly described herein, that are lawfully imposed on the operation of the Contractor's business in the performance of the Scope of Work described herein, shall be a material breach of this Contract and a basis for default under Article 14, below.

#### **14. Default and Termination**

- 14.1 Default by Contractor. Should the Contractor fail in any manner to perform this Work properly or default in the performance of any provision of this Agreement or suffer any delay not accepted by Owner and Pepper as authorized under the Contract Documents, or should the Contractor suffer any form of financial distress so that it could not give reasonable assurance to Pepper that it can continue to perform its obligations under this Agreement, Pepper may give written notice to the Contractor to begin with all necessary diligence to cure such defaults within a twenty-four (24) hour period or failing to do so, Pepper may, without prejudice to any other remedies it may have under the law or in equity, terminate this Agreement and look to the Contractor or its surety for payment of all damages which it incurs. Owner's and Pepper's remedies shall include, but not be limited to, completing the Work and correcting any defective Work at a commercially reasonable cost given exigent circumstances, the cost of which will be charged against the balance of any sums due Contractor. In the event of such a breach, in addition to any other remedy Owner and Pepper may have, the Contractor agrees to indemnify, defend, and hold Owner and Pepper harmless from all

losses, damages, expenses, (including reasonable attorneys' fees) as well as any judgments suffered by Owner and Pepper as a result of Contractor's acts or omissions in the performance of its Work. As to any damages incurred by Pepper, Pepper shall have the right of set off and to deduct from any balance due under this Agreement or from any other accounts under separate contracts under which Pepper is holding net funds due the Contractor.

14.2 Default by Owner.

14.2.1 Pepper does not financially guarantee the Owner's ability to fund the Project cost. It is an express condition of this Agreement that Pepper's obligation to pay Contractor is contingent upon receipt of payment from Owner for Contractor's Work. Owner's withholding of a Pepper payment, due to an alleged failure by Pepper to perform any of its obligations unrelated to this Prime Trade Contract Agreement, will not excuse payment to Contractor according to the terms of this Contract Agreement. Retainage shall be held by Pepper as provided in the Owner/Pepper Agreement, or as deemed necessary by Pepper until any failure of performance is corrected and Contractor is in compliance with this Contract Agreement.

14.2.2 In the event of Owner's nonpayment, nothing contained in this Agreement shall be construed as a waiver or impairment of Contractor's mechanic lien rights.

14.3 Contract Termination. It is agreed that should the Owner terminate or stop the progress of the Work of the Project, due to conditions which Owner or Pepper cannot control, Owner or Pepper may terminate this Agreement without any liability to the Contractor and the Contractor will be entitled to payment for materials and/or labor approved and accepted by Pepper and by Owner (including all materials specially manufactured pursuant to this Agreement at the date of its termination), and actually paid to Pepper by Owner. Contractor shall also be entitled to payment for any unavoidable cancellation or restocking charges for material orders.

14.4 Prevailing Party/Attorneys' Fees and Costs. In the event any arbitration, legal proceeding, or other form of dispute resolution is commenced between the parties to this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs, which award shall be determined at the conclusion of the proceedings by the presiding arbitrator(s) or judge.

15. UAS Usage

Contractor shall not be permitted to use an unmanned aircraft system ("UAS") on the Project site without the prior written approval of Pepper. Should the use of any UAS be permitted, Contractor shall enter into a separate agreement ("UAS Agreement") with Pepper with regard to such usage, submit proof of compliance with all Federal Aviation Administration, state, county, local, and any other applicable laws and regulations in effect, and provide proof of insurance as set forth within such UAS Agreement.

16. Miscellaneous Terms

16.1 Enumeration of Documents

In addition to this Prime Trade Contract and the Construction Manager Agreement between Owner and Pepper, the Contract Documents are comprised of the following:

- Exhibit A – Contract Document Listing
- Exhibit B – Scope of Work
- Exhibit C – Insurance Requirements
- Exhibit D – 01/01/17 Jobsite Safety Handbook (See Article 10 for on-line access)
- Exhibit E – Project Schedule as prepared by Pepper Construction Company
- Exhibit F – Tax Exempt Letter

16.2 Exemption Status

This Project is / is not exempt from Retail Sales Tax.

**WAIVER OF LIEN TO DATE**

STATE of \_\_\_\_\_) SS  
 County of \_\_\_\_\_) SS

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish \_\_\_\_\_ for the premises known as \_\_\_\_\_ of which \_\_\_\_\_ is the owner.

THE undersigned, for and in consideration of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of \_\_\_\_\_, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, including extras.\*

Given under my hand and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature and Seal: \_\_\_\_\_

\*Extras include but are not limited to Change Orders, both oral and written, to the Contract

**CONTRACTOR'S AFFIDAVIT**

STATE of \_\_\_\_\_) SS  
 County of \_\_\_\_\_) SS

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he/she is \_\_\_\_\_ of the \_\_\_\_\_ who is contractor for the \_\_\_\_\_ work on the building located at \_\_\_\_\_ owned by \_\_\_\_\_.  
 That the total amount of the contract, including additional work and Change Orders, is \$\_\_\_\_\_ on which he/she has received payment of \$\_\_\_\_\_ prior to this payment. That all waivers are true, correct and is genuine and delivered unconditionally and that there is no claim, either legal or equitable, to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
	See Attached	Sworn Statement			
<b>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE</b>					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature: \_\_\_\_\_

\*Extras include but are not limited to Change Orders, both oral and written, to the Contract

Sample

**FINAL WAIVER OF LIEN**

STATE of \_\_\_\_\_) SS  
 County of \_\_\_\_\_) SS

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by \_\_\_\_\_ to furnish \_\_\_\_\_ for the premises known as \_\_\_\_\_ of which \_\_\_\_\_ is the owner.

THE undersigned, for and in consideration of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien under the statutes of the State of \_\_\_\_\_, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, including extras.\*

Given under my hand and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature and Seal: \_\_\_\_\_

\*Extras include but are not limited to Change Orders, both oral and written, to the Contract

**CONTRACTOR'S AFFIDAVIT**

STATE of \_\_\_\_\_) SS  
 County of \_\_\_\_\_) SS

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he/she is \_\_\_\_\_ of the \_\_\_\_\_ who is contractor for the \_\_\_\_\_ work on the building located at \_\_\_\_\_ owned by \_\_\_\_\_.

That the total amount of the contract, including additional work and Change Orders, is \$\_\_\_\_\_ on which he/she has received payment of \$\_\_\_\_\_ prior to this payment. That all waivers are true, correct and is genuine and delivered unconditionally and that there is no claim, either legal or equitable, to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
	See Attached	Sworn Statement			
<b>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE</b>					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature: \_\_\_\_\_

\*Extras include but are not limited to Change Orders, both oral and written, to the Contract

Sample

THIS PAGE WAS INTENTIONALLY LEFT BLANK

END PRIME TRADE AGREEMENT SAMPLE SECTION

SECTION 007000  
OWNER/ CM AGREEMENT

**1.01 OWNER/ CM AGREEMENT**

1. There is no document included which represents the contract between Pepper & the Owner for the First Floor Interior Renovation project.



THIS PAGE WAS INTENTIONALLY LEFT BLANK

END OF OWNER/ CM AGREEMENT SECTION

SECTION 008000  
PEPPER SAFETY REQUIREMENTS

**1.01 PEPPER SAFETY REQUIREMENTS**

- A. Contractor's bid includes acceptance and requirements of the Pepper Construction Safety Handbook included herein, with no exceptions.



# SUBCONTRACTOR SAFETY HANDBOOK

## Table of Contents

<b>SUBCONTRACTOR SAFETY HANDBOOK</b> .....	<b>1</b>
1. INTRODUCTION.....	3
2. STATUTORY REQUIREMENTS .....	3
3. INSURANCE REQUIREMENTS .....	3
4. SAFETY PRE-QUALIFICATION.....	3
5. SAFETY PLANNING & PROGRAMS.....	3
6. COMPETENT PERSON REQUIREMENT .....	3
7. TRAINING .....	4
8. SAFETY ORIENTATION.....	4
9. INSPECTIONS.....	4
10. CONTRACTOR VIOLATIONS.....	4
11. EMPLOYEE VIOLATIONS.....	4
12. ACCIDENT REPORTING .....	6
13. MEDICAL FACILITIES.....	6
14. BLOODBORNE PATHOGENS.....	6
15. CONCRETE/MASONRY CORING & CUTTING .....	7
16. CONCRETE PUMP TRUCKS .....	7
17. CONFINED SPACE ENTRY.....	7
18. CONTRABAND & FIREARMS.....	7
19. CONTROL OF HAZARDOUS ENERGY – LOCK OUT TAG OUT.....	7
20. CRITICAL SYSTEM SERVICE NOTIFICATIONS.....	7
21. CRANES .....	7
22. DEMOLITION .....	8
23. DRONE USAGE .....	9
24. DRUG & ALCOHOL POLICY .....	9
25. ELECTRICAL .....	9
26. EXCAVATIONS .....	11

27.	FALL PROTECTION.....	13
28.	FIRE PROTECTION .....	16
29.	HAZARD COMMUNICATION.....	17
30.	HOUSEKEEPING.....	18
31.	INDOOR AIR QUALITY .....	19
32.	LADDERS .....	19
33.	MASONRY CONSTRUCTION .....	19
34.	MATERIAL HANDLING .....	20
35.	MOTORIZED EQUIPMENT .....	20
36.	TRANSPORTATION OF PERSONNEL.....	21
37.	PERSONAL PROTECTIVE EQUIPMENT .....	21
38.	POWDER ACTUATED TOOLS .....	23
39.	PUBLIC PROTECTION.....	23
40.	RADIOS.....	23
41.	SCAFFOLDING.....	24
42.	SCISSORS AND AERIAL LIFTS .....	25
43.	UTILITIES .....	26
44.	VISITORS.....	26
45.	WELDING AND CUTTING.....	26

1. **INTRODUCTION** - This handbook has been provided to familiarize all SUBCONTRACTORS and their SUPERVISORS with the Pepper Construction Company safety rules, procedures, and guidelines for preventing jobsite accidents and injuries. It is the responsibility of the SUBCONTRACTOR to provide their Project Managers and Site Supervisors with a copy of this document. Also, be advised that an officer of your company has read this handbook and agreed with its terms and conditions. This commitment assures your compliance with the safety rules, procedures, and guidelines outlined in this handbook, as well as all applicable Federal, State and Local regulations. This document does not replace, modify, or supersede the rights and obligations of the parties as set forth in the subcontract. The subcontractor is ultimately responsible for the safety of its personnel and third parties that come in contact with the sub's operations. This handbook is not intended to replace the sub's policies or to make Pepper responsible for the subs' operations.
2. **STATUTORY REQUIREMENTS** - Each SUBCONTRACTOR is expected to be aware of and comply with Federal, State, and Local safety regulations. In addition, each SUBCONTRACTOR has agreed to hold the Owner and PEPPER CONSTRUCTION harmless for all claims, damages (including legal fees), and/or penalties incurred because of SUBCONTRACTOR's failure to comply with such regulations.
3. **INSURANCE REQUIREMENTS** - SUBCONTRACTORS may not start their work until a valid and acceptable certificate of insurance is on file with PEPPER CONSTRUCTION. This includes a copy being provided to the PEPPER CONSTRUCTION Site Superintendent.
4. **SAFETY PRE-QUALIFICATION** – Each SUBCONTRACTOR that will have direct employees on the jobsite must be Safety Prequalified by PEPPER CONSTRUCTION. The Safety Prequalification Information online application must be completed and submitted to PEPPER CONSTRUCTION prior to contract award.
5. **SAFETY PLANNING & PROGRAMS**
  - 5.1. The SUBCONTRACTOR must submit a Project Specific Safety Plan for review. Templates will be provided by PEPPER CONSTRUCTION if needed. The completed safety plan must be submitted to PEPPER CONSTRUCTION for review prior to the Safety Plan Review Meeting and the start of work. The plan shall be updated as site conditions warrant and reflect changes in safety procedures that are necessary to maintain a safe jobsite.
  - 5.2. Safety Plan Review Meeting – all SUBCONTRACTORS are required to attend a Safety Plan Review Meeting that must take place before their work starts. The PEPPER CONSTRUCTION Superintendent will schedule the meeting. Required attendees include the SUBCONTRACTOR full time Site Superintendent/Foreman and the PEPPER CONSTRUCTION Superintendent. The SUBCONTRACTOR COMPETENT PERSON must be fully aware of this plan and the procedures necessary to eliminate any hazards.
  - 5.3. The SUBCONTRACTOR is required to review the Project Specific Safety Plan with their trade's people prior to beginning work.
6. **COMPETENT PERSON REQUIREMENT** - The SUBCONTRACTOR must designate a Competent Person in writing who will sustain a presence on the project while work is being performed. It is the competent

person's responsibility to initiate and maintain an effective safety process at the jobsite. **Each competent person shall have completed the 30-hour OSHA Construction Safety and Health Training course.**

- 7. TRAINING** - Weekly toolbox and **daily Task Hazard Analysis (Job Safety Analysis) meetings are required** of all SUBCONTRACTORS. Daily THA/JHA meetings are to be performed at the beginning of each shift. Documentation of these meetings must be submitted to the PEPPER CONSTRUCTION site Superintendent weekly. Project meetings will include Safety as an agenda item and all SUBCONTRACTOR supervisors are required to attend.
- 8. SAFETY ORIENTATION - SUBCONTRACTORS are required to send trades people who are new to the project to the PEPPER CONSTRUCTION orientation before they begin work at the site.** PEPPER CONSTRUCTION will conduct the orientation meetings.
- 9. INSPECTIONS** – On a daily basis, SUBCONTRACTORS are required to inspect the areas in which their employees are working and immediately report any unsatisfactory or unsafe conditions to the PEPPER CONSTRUCTION site Superintendent.
- 10. CONTRACTOR VIOLATIONS** - If unsafe conditions, practices, or procedures are observed, the SUBCONTRACTOR supervisor will be requested to correct the situation. Failure to adequately correct the condition or refusal to comply or enforce the requirements referenced in this handbook may result in:
  - 10.1. Removal of involved employees from the jobsite;
  - 10.2. Removal of all SUBCONTRACTOR employees from the jobsite;
  - 10.3. Denial of future bid opportunities with PEPPER CONSTRUCTION.
- 11. EMPLOYEE VIOLATIONS** - This procedure is established to provide for the discipline of employees who violate safety rules. Safety rules are written and enforced to provide for a safe and healthful place of employment.
  - 11.1. All SUBCONTRACTOR Superintendent's, Foremen and competent persons are responsible for the enforcement of the safety and health program on PEPPER CONSTRUCTION projects. In order to accomplish this, they must ensure that each employee is properly instructed in the use of safety equipment and safe work practices.
  - 11.2. If violations of the PEPPER CONSTRUCTION requirements and/or the Project Specific Safety Plan are observed, the responsible SUBCONTRACTOR must initiate the disciplinary policy with their employee. The response to a safety violation should be carefully evaluated based on the nature of the safety violation. It is imperative that the SUBCONTRACTOR Superintendent or Foreman warn employees when they violate a safety rule and remove any employee who refuses to comply with the safety rules from the PEPPER CONSTRUCTION project.
  - 11.3. When an employee is observed violating a safety rule, the subcontractor, and/or PEPPER CONSTRUCTION shall implement the following steps:

- 11.3.1. First offense – written warning to employee (all written warnings shall be documented using the SUBCONTRACTORS Employee Safety Violation Notice or letterhead);
  - 11.3.2. Second offense – written warning to employee with a phone call and/or letter to SUBCONTRACTOR office within 24 hours of violation. Employees shall be prohibited from working on PEPPER CONSTRUCTION projects for 2 working days.
  - 11.3.3. Third offense – (within any twelve-month period of time) is grounds for immediate removal from the project and prohibition of working on PEPPER CONSTRUCTION projects for one year.
- 11.4. Serious Intentional Violations are defined as violations that may have potentially severe consequences, or place individual(s) in imminent danger. A serious intentional violation may result in immediate dismissal from the project and termination of the employees' ability to work on other PEPPER CONSTRUCTION projects. Examples of serious intentional violations include:
- 11.4.1. Smoking in non-designated areas;
  - 11.4.2. Possession of alcohol, firearms, and/or illegal drugs;
  - 11.4.3. Fighting or belligerent behavior;
  - 11.4.4. Tampering with emergency equipment;
  - 11.4.5. Working without a valid shutdown notification, hot work permit, or application of Lockout/Tagout;
  - 11.4.6. Working without proper fall protection, placing a person in imminent danger;
  - 11.4.7. Entering excavations/trenches without appropriate sloping, shoring, or other protective measures, placing a person in imminent danger;
  - 11.4.8. Entering areas designated and marked as "Do Not Enter", placing a person in imminent danger;
  - 11.4.9. Operating equipment without valid licensing or training certification;
  - 11.4.10. Not reporting work related injuries and/or damage to PEPPER CONSTRUCTION equipment or property;
  - 11.4.11. Failure to report and/or correct recognized safety hazards;
  - 11.4.12. Repeated or multiple safety violations of the same nature;
  - 11.4.13. Other acts, which indicate a SUBCONTRACTOR employee's, disregard toward his/her safety, the safety of others, or lack of proper care of PEPPER CONSTRUCTION property/equipment;
  - 11.4.14. Falsifying accident/incident reports.
- 11.5. SUBCONTRACTOR Superintendent or Foreman shall review with the employee the details of the safety violation including corrective actions and consequences.

11.6. Copies of the Safety Violation shall be forwarded to the PEPPER CONSTRUCTION Superintendent and Safety Director.

**12. ACCIDENT REPORTING** - Each SUBCONTRACTOR will immediately report to the PEPPER CONSTRUCTION site Superintendent, any accident or injury involving subcontractor employees or the employees of their second tier subcontractor(s), damage to property, public or private or injury to non-employees. Additionally, a copy of each accident report is to be provided to the PEPPER CONSTRUCTION site Superintendent within 24 hours. A written investigation report must be provided within 24 hours of the accident or injury.

**13. MEDICAL FACILITIES** - First Aid supplies are available in the PEPPER CONSTRUCTION site Superintendent's trailer or job office. Emergency telephone numbers are also posted at this location. The emergency numbers will include a nearby medical facility.

13.1. Each SUBCONTRACTOR must provide a First Aid Kit in their job site office or gang box, provide at least one trained responder certified in First Aid/CPR, and administer care to injured workers.

13.2. SUBCONTRACTORS shall provide transportation from the job site to the specified doctor's office or clinic. The employer is responsible for transporting the injured worker to the designated medical facility.

#### **14. BLOODBORNE PATHOGENS**

14.1. Exposure Determination - OSHA requires employers to perform an exposure determination for employees that may incur occupational exposure to blood or other potentially infectious materials. This exposure determination is made without regard to the use of personal protective equipment. (Employees are considered exposed even if they wear personal protective equipment). This exposure determination is required to list all job classifications in which the employees may be expected to incur such occupational exposure, regardless of frequency. The employer is also required to list job classifications in which some employees may have exposure if performing certain tasks or procedures.

14.2. Personal Protective Equipment - All personal protective equipment used at this project, for protection of bloodborne pathogens, will be provided without cost to employees by their employer. Personal Protective Equipment (PPE) will be chosen based on the likelihood of any possible exposure to blood or other infectious materials.

14.3. Hepatitis B Vaccine

14.3.1. All employees who have been identified as having possible exposure to blood or other potentially infectious materials will be offered the Hepatitis B vaccine at no cost to the employee by their employer. The vaccine will be offered within 10 days of initial assignment involving potential exposure. Employees who decline the Hepatitis B vaccine must sign a waiver. Employees who initially decline the vaccine but who later wish to have it will be provided the vaccine at no cost.



14.3.2. Employees who perform first aid only on an emergency basis will be offered the Hepatitis B vaccine. In the event emergency first aid has been rendered, and responder has possible exposure to blood or other infectious materials will be offered the Hepatitis B vaccine at no cost to the employee. If he/she declines the Hepatitis B vaccine, he/she will sign a waiver.

**15. CONCRETE/MASONRY CORING & CUTTING** – If the SUBCONTRACTOR scope of work includes core drilling or sawing in concrete slabs and/or concrete/masonry walls, the SUBCONTRACTOR is required to use Ground Penetrating Radar or other suitable technology to define areas where it is safe to drill or cut in order to avoid damaging rebar, post-tension cables, electrical conduit or the like.

**16. CONCRETE PUMP TRUCKS** – The SUBCONTRACTOR responsible for that equipment on site is the “Controlling Entity” for that activity and must verify that ground conditions are stable and that outrigger bearing pressures can be safely met. The SUBCONTRACTOR responsible for that work must establish a safe travel path of equipment, outrigger locations and ensure that no hazards such as overhead or underground utilities or vaults or structures exist.

**17. CONFINED SPACE ENTRY** - All employees must be protected from hazards associated with confined space entry. No employee shall be permitted to enter a confined space that has not first been monitored to ensure a safe atmosphere. All work with exposure to confined spaces must be completed in accordance with OSHA 1926 Subpart AA.

**18. CONTRABAND & FIREARMS** – The following items shall be considered contraband - stolen property, firearms, weapons, explosives, and any other hazardous substances and are strictly prohibited on any PEPPER CONSTRUCTION jobsite. Persons or employees found to be using or in possession of, or concealing any of the above-unauthorized items will be permanently removed from the jobsite.

**19. CONTROL OF HAZARDOUS ENERGY – LOCK OUT TAG OUT** – Utility Shutdowns and Critical System Service must be scheduled 10 calendar days before commencement of the work or as specified by client/project team. This work may result in a curtailment of owner’s services and operations must be accomplished at the owners required schedule. The PEPPER CONSTRUCTION Superintendent in conjunction with the owner Project Manager/Facilities representative shall coordinate all shutdown requests.

**20. CRITICAL SYSTEM SERVICE NOTIFICATIONS** - All utility or system connections, shut-off, or interruptions must be scheduled with PEPPER CONSTRUCTION before commencement of the work.

20.1. Valves and other shutdowns shall be located before work begins.

20.2. Contingency plans shall be developed in the event of critical system interruption.

20.3. All Critical Systems shall be identified before the start of demolition. Lines shall be painted or flagged to indicate their presence.

## **21. CRANES**

21.1. All operators of mobile, boom truck, lattice boom, telescopic boom (Hydro) and tower cranes, shall maintain a valid certification card issued by the Operating Engineers Certification Program

(OECF), the National Commission for the Certification of Crane Operators (NCCCO) or a company program reviewed by an outside auditor. The certification must be specific to the type of crane being operated. Certifications must be current and in good standing. Certifications must be available for verification by PEPPER CONSTRUCTION at any time while the operator is on site.

- 21.2. The SUBCONTRACTOR responsible for crane work on site must verify that ground conditions are stable and outrigger bearing pressures imposed can be safely met. The SUBCONTRACTOR responsible for that work must establish and plan a travel path for the equipment, determine outrigger locations and ensure that no hazards such as overhead or underground utilities or vaults or structure exist. The SUBCONTRACTOR must perform these inspections and notify PEPPER CONSTRUCTION prior to any hoisting activity taking place.
- 21.3. Crane appurtenances that exceed 200' above the ground or within 20,000 feet of an airport shall be marked and lighted, unless an exemption is received from the FAA. Contractors erecting the crane must review and complete FAA Form 7460 "Notice of Proposed Construction or Alteration" as required. <http://forms.faa.gov/forms/faa7460-1.pdf>
- 21.4. Annual inspection is required and a copy provided to PEPPER CONSTRUCTION upon request.
- 21.5. Tower Cranes must be inspected by a Third Party Qualified Person after erecting, climbing, jumping, de-jumping and/or dismantling activities. Additionally, a Registered Professional Engineer must verify that the host structure is strong enough to withstand forces imposed on it by braces, anchorages, and supporting floors. A copy of this inspection must be provided to PEPPER CONSTRUCTION upon request.
- 21.6. All signal persons and riggers must have certified training. Certifications must be current and in good standing. Certifications must be available for verification by PEPPER CONSTRUCTION at any time while the operator is on site.
- 21.7. Tag lines or guide ropes shall be used to control all loads.
- 21.8. Equipment operators and truck drivers must not operate closer than recommended minimum clearance distances from overhead or underground electrical wires. If work is required near these utilities, the SUBCONTRACTOR must consult with the PEPPER CONSTRUCTION site Superintendent about alternative action plans.
- 21.9. The SUBCONTRACTOR is required to complete the DAILY HOISTING PERMIT for all critical lifts. Critical Lifts are lifts in which a crane that is using 75% of the crane chart capacity or lifts involving more than one crane. A Daily Hoisting Permit form is located in the Project Specific Safety Plan.

**22. DEMOLITION** - Demolition of existing electrical, plumbing, and/or mechanical must not commence without the following steps.

- 22.1. The utility must be identified and marked by the trade responsible for that utility.
- 22.2. Markings will be placed at 4ft (max) intervals and be color-coded that signify the following:

22.2.1. Green – Safe to Cut and Remove

22.2.2. Red or not color coded Do Not Cut or Remove – Stop Work and contact PEPPER CONSTRUCTION supervision.

22.3. Surveying tape for color coding/flagging of the ‘to be removed’ materials and mechanicals shall be used.

**23. DRONE USAGE** - If the usage of an aerial drone is required by any subcontractor/vendor on any Pepper Construction project sites, the subcontractors/vendors must contact the appropriate PEPPER CONSTRUCTION Safety Director for consultation with the PCG Legal Department prior to use.

#### **24. DRUG & ALCOHOL POLICY**

24.1. All illegal and unauthorized substances including drugs, look-alike drugs, synthetic drugs, alcoholic beverages, and drug paraphernalia are strictly prohibited on PEPPER CONSTRUCTION jobsites.

24.2. Persons or SUBCONTRACTOR employees found to be using or in possession of, or concealing of any of the above items, will not be allowed on the PEPPER CONSTRUCTION jobsite.

24.3. Any employee of the SUBCONTRACTOR, suspected to be under the influence of drugs or alcohol, will be referred to their supervisor to determine their compliance to this Drug & Alcohol Policy and further disposition of the employee.

24.4. All employees, their vehicles, and personal property may be subject to search and inspection, before entering or departing a PEPPER CONSTRUCTION job site.

24.5. PEPPER CONSTRUCTION has adopted a “Zero Tolerance” policy regarding drug or alcohol usage. Drug or alcohol use during the work shift is prohibited (This includes breaks and lunch).

#### **25. ELECTRICAL**

25.1. SUBCONTRACTORS are responsible for maintenance of their extension cords, electrical tools, and equipment. Defective extension cords & equipment shall be removed from service immediately. OSHA requires daily inspection of extension cords, tool cords, and equipment cords.

25.2. SUBCONTRACTORS must use GFCI’s at all times, even if using permanent building power.

25.3. Temporary Power Installation - Temporary electrical power, such as receptacle and lighting wire, may not be installed on PEPPER CONSTRUCTION sites as open conductors. Open conductors are copper conductors covered with one layer of insulating material. Temporary wiring connections must be contained within a junction box with a cover and properly secured to prevent movement. Temporary electrical service conductors, unless installed in metallic raceways, must utilize flexible cords and cables which carry the trade name “HARD SERVICE” or “JUNIOR HARD SERVICE”, as defined in the 2002 edition of the NEC Article 400 "Flexible Cords and Cables" Table 400.4. Non-Metallic Sheathed cable (Romex) is not permitted.

25.4. Electrical extension cord use:

- 25.4.1. All cords shall be designed for hard or extra hard usage. (Not less than 12 gauge conductors)
- 25.4.2. Contractors shall identify all extension cords with a tag or be imprinted identifying the contractor company name.
- 25.4.3. All extension cords and portable equipment shall be inspected prior to each use.
- 25.4.4. Any damaged or defective cord or tool shall not be used. Any worn, frayed or damaged extension cords shall be removed from service. Damaged extension cords may not be repaired and put back into use.
- 25.4.5. Extension cords shall be placed so they do not cause slip, trip or fall hazards. Where cord sets have the potential to be damaged or where sets pose an unsafe condition, cords shall be suspended at a minimum of 8' above the work area or otherwise protected from damage. The means used to protect cords from damage shall not create a slip, trip, or fall hazard. Circumstances in which carts, aerial/scissor lifts, workers, or the public must traverse over cord sets, the protection must protect the cord from damage as well as prevent a slip/trip fall hazard.
- 25.4.6. End of Day Roll-Up: All extension cords not hung off the walking/working surface shall be disconnected from electrical sources, "rolled up" and stored at appropriate storage areas (such as gang boxes, material storage areas, etc.).
- 25.5. Energized parts must be guarded per OSHA 1926 Subpart K Electrical.
  - 25.5.1. A permanent electrical panel cover or an acceptable temporary cover must be provided. Non-conductive material is acceptable for temporary covers. However, cardboard is an unacceptable temporary cover.
  - 25.5.2. All temporary covers must have a positive fastening device to secure it to the panel. Magnetic temporary covers may only be used during the work shift for guarding if the personnel responsible for the open panels are required to leave the immediate area. Magnetic covers may not be used overnight or if tradesmen will not be present for the next shift.
  - 25.5.3. It is acceptable to leave an electrical panel open if the area that contains the panel is secured or isolated per the requirements of OSHA 1926.403 (i)(2).
  - 25.5.4.** All energized devices, such as light switches and electrical outlets, shall have non-conductive and positively secured covers in place. If devices are not energized, covers are not required per PEPPER or OSHA requirements. The use of electrical tape as a substitute for covers is not permitted. If covers must be removed for the purpose(s) of drywall finishing, painting, wall covering installation or other types of work, all energized devices shall be de-energized and locked out/tagged out by a qualified person prior to cover removal.

- 25.6. Any employee who may be working on or near (within 10') live electrical parts shall be qualified as explained in OSHA 1910 Subpart S Electrical. Live parts to which an employee might be exposed shall be put into an electrically safe work condition before an employee works on or near them, unless the employer can demonstrate that de-energizing introduces additional or increased hazards or is infeasible due to equipment design or operational limitations.
- 25.6.1. Examples of increased or additional hazards include, but are not limited to, interruption of life support equipment, deactivation of emergency alarm systems, and shutdown of hazardous location ventilation equipment or removal of illumination for an area.
- 25.6.2. Examples of work that may be performed on or near exposed energized electrical conductors or circuit parts because of infeasibility due to equipment design or operational limitations include performing testing or trouble shooting of electrical circuits that can only be performed with the circuit energized and work on circuits that form an integral part of a continuous process that would otherwise need to be completely shut down in order to permit work on one circuit or piece of equipment.
- 25.7. If the live parts cannot be placed in an electrically safe work condition, other safety related work practices shall be used to protect employees who might be exposed to the electrical hazards involved. Such work practices shall protect each employee from arc flash and from contact with live parts directly with any part of the body or indirectly through some other conductive object.
- 25.8. It is the goal of PEPPER CONSTRUCTION to achieve 100% lockout/tagout when working on all systems that have the potential to become energized. If it is determined that lockout/tagout can't be achieved, the SUBCONTRACTOR must implement an energized work safety policy. If this policy has to be implemented, immediate notification of the PEPPER CONSTRUCTION Superintendent shall occur prior to initiating the work.
- 25.9. Lockout/Tagout Procedures shall be followed when work is to be performed on de-energized equipment. SUBCONTRACTORS are required to develop and implement an energy control or lockout/tagout program and maintain it onsite.

## **26. EXCAVATIONS**

- 26.1. At any time, a SUBCONTRACTOR-controlled employee is involved in the creation of, or working in, any trench or excavation, that SUBCONTRACTOR must provide an on-site, excavation COMPETENT PERSON.
- 26.1.1. Excavation of any kind is strictly forbidden without written notification and approval of the Pepper Construction Site Supervisor at least 96 hours prior to beginning excavation.
- 26.2. Underground utilities –
- 26.2.1. Whenever SUBCONTRACTORS conduct excavation operations, it is their responsibility to contact the appropriate public one call locating services and a private locating service to locate and grid the project for all underground utilities. Work may not start until the

dig numbers have been submitted to the PEPPER CONSTRUCTION site Superintendent and the excavation schedule has been approved.

- 26.2.2. All public and private utility locates shall be overlaid on one Project Utility Location Drawing maintained in the PEPPER CONSTRUCTION Superintendent's office.
  - 26.2.3. The SUBCONTRACTOR shall verify location of all shut-offs, valves and systems served by utilities. These locations shall also be identified on the Project Utility Location Drawing.
  - 26.2.4. The SUBCONTRACTOR must pot-hole, daylight, or hand excavate all located utility crossing points up to 3 feet on either side of the utility markings to visibly identify the actual utility location.
  - 26.2.5. In the event an underground utility has been identified within 30' of the intended excavation, the PCC Critical Dig protocol must be followed. This includes hand excavation and/or hydro excavation.
  - 26.2.6. Equipment operators and truck drivers must not operate closer than recommended minimum clearance distances from overhead or underground electrical wires. If work is required near these utilities, the SUBCONTRACTOR must consult with the PEPPER CONSTRUCTION site Superintendent about alternative action plans.
- 26.3. The SUBCONTRACTOR performing excavation work shall meet with the PEPPER CONSTRUCTION Superintendent before work starts at the beginning of each shift to:
- 26.3.1. Review previous days (shift) trenching and excavating activities.
  - 26.3.2. Discuss the scope and location of work for the days (shift) work.
  - 26.3.3. Verify known underground utility locations.
  - 26.3.4. Discuss private and public locates needed for upcoming trenching and excavating activities.
  - 26.3.5. Review excavation protective system i.e. sloping, benching, trench box prior to being utilized during the shift.
  - 26.3.6. Review pot-hole/daylight/hand excavation procedures for all located utility crossing points.
- 26.4. SUBCONTRACTORS shall perform a Task Hazard Analysis for each trenching and excavating activity. If more than one activity occurs in a shift, additional THA's shall be performed. Each THA shall include:
- 26.4.1. Work scope.
  - 26.4.2. Known overhead and underground utility locations and applicable private and public locate markings.
  - 26.4.3. Requirement that limits machine excavating, digging or auguring up to a 3 ft. limit on either side of the utility markings.

- 26.4.4. Requirement that all located utility crossing points are exposed by hand or hydro excavating procedures.
- 26.5. SUBCONTRACTORS are required to install and maintain barricades around excavations/trenches in order to protect pedestrian and vehicular traffic from entering.
- 26.6. The excavation must be sloped or benched per OSHA standards, shored and /or safeguarded through the use of a trench box or other engineered earth retention device(s) when excavation reaches five (5) feet or greater in depth. Protection against cave-in at a depth of less than five (5) feet may be required if the COMPETENT PERSON determines that soil or other conditions warrant such protection.

## **27. FALL PROTECTION**

- 27.1. A fall protection program is designed to provide the required methods to prevent employees from exposure to or suffering an injury due to a fall from an elevation. Due to the extreme severity of fall related injuries, SUBCONTRACTORS must exercise every precaution. The use of fall protection systems and equipment is required on all PEPPER CONSTRUCTION jobsites. Any employee found to be in violation of PEPPER CONSTRUCTION Fall Protection requirements is subject to immediate removal from the jobsite. A "Fall Protection System" is defined as some engineered, physical means or methods that are designed to eliminate a fall exposure to employees. Under OSHA 1926 Subpart M Fall Protection, the subcontractor is required to provide "Guard Rail Systems, Safety Net Systems or Personal Fall Arrest Systems" whenever employees are exposed to falls of six (6) feet or greater.
- 27.2. OSHA 1926 Subpart M Fall Protection states that there may be work activities that qualify for an exception to the six (6) foot rule. However, it continues to state, "There is a presumption that it is feasible and will not create a greater danger to implement at least one of the above referenced systems." PEPPER CONSTRUCTION supports this presumption of feasibility. It has been demonstrated that effective fall protection can be provided for many concrete leading edge operations, pre-cast plank and double-T erection, and low sloped (4 in 12 or less) roofing operations. It is required that the appropriate fall protection systems be provided by subcontractor. This must be addressed in the Site Specific Safety Plan that each SUBCONTRACTOR is contractually required to provide to PEPPER CONSTRUCTION.
  - 27.2.1. Concrete Leading Edge Operations - Engineered fall protection systems must be used to minimize fall exposures.
  - 27.2.2. Roofing – A Fall Protection System is required for all low sloped (4 in 12 or less) roofing operations when the fall distance exceeds six (6) feet. Safety monitors are not considered positive fall protection. In addition, any employee engaged in the installation of sheet metal materials (including but not limited to flashing, coping caps, etc.) must use a Fall Protection System.
  - 27.2.3. Non-Roofing Work On Low Sloped Roofs - Other trade tasks unrelated to roofing work being performed on low-sloped roofs must install a Controlled Access Zone (CAZ). The



CAZ must be created with flagging or barricades, and established a minimum of fifteen (15) feet from unprotected sides or edges. A flagged or barricaded path must be established and maintained from the point of access to the CAZ. Any employee outside the CAZ must utilize a Fall Protection System.

- 27.2.4. Steel Erection – All steel erection activities (erectors, connectors, and deckers) are contractually required by PEPPER CONSTRUCTION, to include 100% fall protection when fall hazard is six (6) feet or greater.
  - 27.2.4.1. The SUBCONTRACTOR (fabricator and their erector) is required to submit in writing a detailed plan of all fall protection to be used on the project. This includes a detailed analysis of all fall hazards greater than six feet. The plan shall include a detailed description of the specific personal fall arrest systems to be used including manufacturers and/or engineered designs, limitations of use, and the minimum clearance distance required for the system to prevent the worker from striking the floor/deck below. Systems that do not prevent contact with the surface below will not be permitted.
  - 27.2.4.2. PEPPER CONSTRUCTION further requires that decking be installed every two stories or thirty - (30) feet, whichever is less, before erecting additional levels.
  - 27.2.4.3. Any exceptions based on feasibility or constructability constraints must have the written approval of the PEPPER CONSTRUCTION Safety Department, Project Manager and site Superintendent.
  - 27.2.4.4. Working floors to be considered “controlled access” areas for ironworkers and deckers only until the floor has achieved 100% fall protection unless personal fall protection systems are utilized.
  - 27.2.4.5. Cable must not deflect more than 2 in. when a 200-lb. force is applied. If a 2-in. deflection is exceeded additional intermediate supports must be provided. Maximum 2-in. deflection must be maintainable. Maximum distance between supports is 15 feet. Bracing/Kickers shall be provided at corner stanchions to maintain plumb when cables are pulled tight.
  - 27.2.4.6. Roof levels must be protected with a Perimeter Guardrail System (top rail and mid- rail). PEPPER CONSTRUCTION must approve variations due to job conditions of this requirement.
  - 27.2.4.7. Overhead protection – On multi-story steel erection projects, a minimum of two decked floors one of which must be poured shall be in place between the erector's raising gang and trades below whose work is unrelated to the steel erection process.
  - 27.2.4.8. 12 ft. Rated Lanyards: 12 ft. rated double hook or (Y) lanyards will be required when employees are tying off at their feet and/or when



circumstances exist where the free fall distance prior to the lanyard engaging is beyond or exceeds six feet (6 ft.).

- 27.2.5. Masonry Fall Protection (Overhand Operations) - A Fall Protection System must be provided by subcontractor to its employees exposed to a six (6) foot or greater fall hazard. Therefore, the OSHA 1926 Subpart M fall protection exception that allows a controlled access zone in lieu of personal fall protection, safety nets or a guardrail system, does not apply to overhand bricklaying operations on PEPPER CONSTRUCTION projects. The fall protection system used will be determined by the masonry contractor's competent person. This includes those engaged in overhand work including the laying of brick, block, and related materials, striking, and brushing joints. In relation to operations included in OSHA 1926 Subpart L, Scaffolding, all regulations shall be followed.
- 27.2.6. Floor Openings & Perimeter Protection – Guardrail systems are provided at the perimeter, stairway openings, and shaft openings.
  - 27.2.6.1. A guardrail system is defined as a toprail @ 42", a midrail @ 21", and includes a toeboard.
  - 27.2.6.2. Hole covers must be installed and maintained by the contractor that created the hole. If a hole cover is removed by another trade, that SUBCONTRACTOR or trade assumes responsibility to cover and maintain that hole.
  - 27.2.6.3. Hole covers shall be designed to withstand twice the weight of workers, equipment, and materials. Floor covers must be raised or suitably barricaded to prevent overloading from mobile equipment such as scissors and boom lifts.
  - 27.2.6.4. Covers shall be secured against displacement horizontally and vertically.
  - 27.2.6.5. All covers shall be marked with the words "HOLE, FLOOR OPENING, OR DO NOT REMOVE."
  - 27.2.6.6. All floor hole covers must be sealed to the floor with watertight sealant if the release of liquid could cause damage to the space(s) below.
  - 27.2.6.7. If a SUBCONTRACTOR finds it necessary to remove a guardrail system, an authorized PEPPER CONSTRUCTION representative must be notified and the removal and replacement of the protective device is to be coordinated with them. This procedure is critical in assuring that these systems maintain their required protective designs.
  - 27.2.6.8. Should a SUBCONTRACTOR damage any protective system, they must notify an authorized PEPPER CONSTRUCTION supervisor immediately. Do not remove or repair these systems without notifying PEPPER CONSTRUCTION.

Whenever guardrail systems or covers are removed, employees must be protected with appropriate fall protection systems. Failure to replace protective systems, may subject the responsible employee to removal from the jobsite. Further, failure to replace protective system will result in PEPPER CONSTRUCTION performing this work and the cost for this activity will not be negotiable, based on the SUBCONTRACT AGREEMENT with the respective firm.

## **28. FIRE PROTECTION**

- 28.1. Good housekeeping practices are the singularly most important element of fire protection. Combustible materials must be placed in trash receptacles and removed from the project in a timely fashion.
- 28.2. When portable heaters are used, make certain they are placed well away from the combustible materials (both side to side and also above and below.)
- 28.3. Temporary heaters will be checked for correct operation prior to being put into service each day.
- 28.4. One portable dry chemical fire extinguisher not rated less than 20lb ABC to be provided within five (5) feet of wherever gasoline operated equipment is being used.
- 28.5. Fire extinguishers are not to be tampered with or removed from assigned locations (except for emergency use). If discharged for any reason, the fire extinguisher must be replaced or recharged immediately.
- 28.6. Procedures to be followed in the event of a fire should be rehearsed regularly.
- 28.7. Hot Work Operations - In occupied buildings or at the discretion of the PEPPER CONSTRUCTION Superintendent a Hot Work Permit is required for operations or activities involving an open flame or work which may produce sparks or smoke including but not limited to: welding, torch cutting, soldering, grinding, chop saw use and open flames.
  - 28.7.1. Permits are valid for only the date, shift, and location indicated.
  - 28.7.2. It is the responsibility of the SUBCONTRACTOR to provide adequate fire extinguishers in the work area. One portable ABC fire extinguisher shall be provided within twenty-five (25) feet of work.
  - 28.7.3. A fire watch shall be maintained whenever welding, cutting, or spark producing operations take place and there is a threat of fire.
  - 28.7.4. Properly trained fire watch personnel shall be provided and shall have no additional duties.
  - 28.7.5. Fire watch shall be continued for a minimum of (40) minutes after hot work has been completed. Procedures may vary by exposure.
  - 28.7.6. The Hot Work Permit must be submitted to an authorized PEPPER CONSTRUCTION representative. The PEPPER CONSTRUCTION site Superintendent may designate an

authorized person for this purpose. All guidelines contained within that Hot Work Permit must be followed.

28.7.7. Asphalt/Pitch kettles are covered by the Hot Work Permit Program. Tar Pots are required to be attended at all times. Under no circumstances shall “tar pots” be located closer than 35 feet to any combustible storage area.

#### 28.8. Flammable Storage/Use

28.8.1. Gasoline and other flammables must be kept in an approved metal safety can (approved by a nationally recognized testing laboratory) for the handling and use of flammable liquids. Further, a safety can by definition is a container with a capacity of 5 gallons or less and equipped with; a spring-closing lid and spout cover, a means to relieve internal pressure, and flash-arresting screen. The limits of quantities stored must meet local, state, and/or federal regulations. Plastic gas cans are prohibited. Flammables must be stored in properly labeled containers (HAZCOM requirement). It is the responsibility of the SUBCONTRACTOR to provide adequate fire extinguishers. Smoking is strictly forbidden in areas where flammables are stored or used. “NO SMOKING” signs must be posted and obeyed.

28.8.2. Bulk storage fuel tanks are not permitted on Pepper Construction Company projects without permission.

28.8.3. Flammable liquids shall be stored outside, away from buildings, in a safe and secure location in standard approved storage containers or tanks.

28.8.4. No flammables may be stored inside tool trailers, job toolboxes or other closed locations.

28.8.5. Portable tanks are not to be nearer than 20 feet from any building. Portable fuel tanks/containers are not allowed inside the building under any circumstances.

28.8.6. At least one portable fire extinguisher having a rating of not less than 20-B units shall be located not less than 25 feet, nor more than 75 feet, from any flammable liquid storage area located outside.

28.8.7. Fueling and refueling operations for equipment, whether gasoline or diesel, shall be performed outside, no closer than 35’ from any building.

28.8.8. Liquefied Petroleum Gas (L-P Gas) - Storage of L-P gas cylinders within buildings is strictly prohibited. L-P gas containers, when in use, must stand on a substantially level, firm surface and secured in an upright position to prohibit falling, tipping or toppling of containers. Heating equipment must be located at least 6 feet from L-P gas containers and the heat directed away from the containers.

## 29. HAZARD COMMUNICATION

- 29.1. In accordance with PEPPER CONSTRUCTION's Hazard Communication Program, all hazardous material containers must be properly labeled. Every SUBCONTRACTOR must supply a Safety Data Sheet (SDS) to the PEPPER CONSTRUCTION site Superintendent at least seven (7) days before introducing a hazardous material to the jobsite. A list of the hazardous materials used on the jobsite by the SUBCONTRACTOR will be maintained in the SUBCONTRACTOR'S file. An additional set will be maintained in PEPPER CONSTRUCTION's site job file.
- 29.2. The SUBCONTRACTOR must maintain their written HAZCOM Program at the jobsite, along with the training program utilized for their employees. Revision to this program must be provided when requested by the PEPPER CONSTRUCTION Site Superintendent or Safety Department.
- 29.3. The SDS must be maintained on the job site. A copy of the PEPPER CONSTRUCTION HAZCOM Program may be obtained from PEPPER CONSTRUCTION.
- 29.4. All chemicals on site will be stored in their original or approved containers with a proper label attached. Any container not properly labeled should be given to the Contractor Supervisor for labeling or proper disposal.
  - 29.4.1. Immediate use means that the hazardous chemical will be under the control of and used only by the person who transfers it from a labeled container and only within the work shift in which it is transferred.

### **30. HOUSEKEEPING**

- 30.1. Our policy is "nothing hits the floor". All work operations shall be provided with appropriate trash receptacles for debris, scrap, cutoffs and packaging. All debris, especially combustible scraps and debris must be cleared from the building and work areas daily.
- 30.2. Daily housekeeping by each SUBCONTRACTOR is essential for maintaining a safe job site. SUBCONTRACTORS are responsible for housekeeping procedures in their respective work areas. The working definition for Daily Housekeeping at PEPPER CONSTRUCTION is as follows:
  - 30.2.1. All debris, especially combustible scraps and debris must be cleared from the building and work areas daily.
  - 30.2.2. Nails, wire ties, and other accessories shall be promptly removed from lumber or any other used lumber at the time of stripping or dismantling. If it is not practical to remove or bend nails in used lumber to avoid tripping hazards and nail traps, the lumber must be stacked for cleaning and re-use. Lumber must not be scattered.
  - 30.2.3. The work site, especially stairways and walkways, shall be kept clear of obstructions that may create tripping or other hazards.
  - 30.2.4. Tools must be stored in toolboxes. If laid aside temporarily, the tools must be placed where they will not present a hazard. Tools must not be placed in a position to fall on someone at a lower level.
  - 30.2.5. All construction materials and supplies stored neatly in designated areas.

30.2.6. Floors shall be swept daily using wax based sweeping compound to remove accumulated construction dust.

30.2.7. All materials shall be stored on carts, pallets or the like to allow movement and better organization and containment of such materials.

30.3. SUBCONTRACTOR's failure to maintain their work areas as required or directed will result in PEPPER CONSTRUCTION performing this clean-up. The cost for this activity will not be negotiable, based on our SUBCONTRACT AGREEMENT with the respective firm.

**31. INDOOR AIR QUALITY** - In general, the use of gas powered equipment is prohibited within the building structure. If no other feasible option, the contractor using said gas powered equipment must provide safeguards: such as, continuous CO air monitoring for the duration of the work in that same area, installation of scrubbers on the equipment used, local ventilation, or scheduling off hours.

### **32. LADDERS**

32.1. All ladders must be used in strict accordance with the manufacturers and ANSI requirements.

32.2. Step and extension ladders shall be constructed of fiberglass and rated not less than Type IA. Metal ladders are prohibited.

32.3. Whether using portable, fixed, or job-made ladders, proper safety precautions must always be followed. Employees must always ascend or descend a ladder with three (3) points of contact.

32.4. Subcontractors must inspect their ladders daily; broken or damaged ladders will be removed from service immediately and destroyed.

32.5. Extension ladders cannot be separated for use as single units. Extension or straight single ladders must be properly secured at the top and if possible, the bottom. A minimum of thirty-six (36) inches is required above the top access point of an extension or straight ladder.

32.6. Documentation of ladder safety training must be provided at the request of the PEPPER CONSTRUCTION site Superintendent.

32.7. For work from ladders near an exposed edge or perimeter of the building or structure, where a worker could fall off the ladder and over the guardrail system, a positive means of fall protection, such as but not limited to personal fall arrest systems (PFAS), will be employed.

### **33. MASONRY CONSTRUCTION**

33.1. A Limited Access Zone shall be established whenever a freestanding masonry wall is being constructed.

33.2. The Limited Access Zone shall be established before the start of the wall construction, equal to the height of the wall to be constructed plus four feet, run the entire length of the wall, and established on the side of the wall that will not have scaffold installed.

33.3. Limited Access Zone entry is restricted to employees who are actively engaged in the construction of the wall. No other employees shall be permitted to enter the zone.

- 33.4. The Limited Access Zone shall remain in place until the wall is adequately supported to prevent overturning. OSHA considers bracing as adequate support.
- 33.5. An engineered bracing design shall be used for all freestanding masonry walls over eight (8) feet in height to prevent overturning and collapse. Bracing shall remain in place until permanent supporting elements of the structure are in place.
- 33.6. All block and brick cutting activities that create the potential for respirable crystalline silica dust exposure shall use water as an engineering control. If it is determined by PEPPER that water cannot be used, all exposed employees shall wear approved respirators and the operation shall be located in an area where non-protected employees and the general public are not exposed to silica containing dust.

#### **34. MATERIAL HANDLING**

- 34.1. Materials shall not be stored outside of designated construction areas.
- 34.2. Sheet materials (ex: drywall, plywood, oriented strand board, hardboard, fiberboard, overlay plywood) and doors shall not be stored on edge or on drywall carts.
- 34.3. Loading of drywall carts shall be limited to the manufacturers rated weight capacity.
- 34.4. Metal banding shall not be used for concrete formwork. Acceptable means include poly or nylon.
- 34.5. Material Handling for Multi-Story Structures
  - 34.5.1. The practice of swinging or pulling a suspended load into a building by any method is strictly prohibited. This practice places employees, equipment, and the structure at substantial and unnecessary risk. This operation must be analyzed in the site-specific safety plan.
  - 34.5.2. Proper loading systems including, but not limited to, are: material/man hoists, platform lifts, landing platforms or lookouts.
  - 34.5.3. If guardrails are removed on landing platforms, lookouts or hoists, personal fall protection must be provided for exposed employees. Additionally, if guardrails are removed, flagging must be installed to warn of fall hazard or unprotected edge condition. Subcontractor who removed guardrails shall reinstall guardrails upon completion of material handling activities.
- 34.6. Free-Rigging is prohibited: Free rigging is the direct attachment to or placement of rigging equipment (slings, shackles, rings, etc.) onto the tines of a powered industrial truck for a below-the-tines lift. This type of lift does not use an approved lifting attachment.
- 34.7. Personnel are strictly forbidden from riding on material hoisting equipment at any time.

#### **35. MOTORIZED EQUIPMENT**

- 35.1. All motorized equipment that has limited or obstructed view by the operator during reverse or backing up movement, must have a back-up alarm installed and operating. This includes skid steer equipment.
- 35.2. All operators of motorized equipment/machinery must wear seatbelts if said equipment has been manufactured with one.
- 35.3. All equipment operators must shut down their engines during the refueling process. Fire extinguisher(s) must be readily available during refueling, located within twenty-five (25) feet of lateral distance.
- 35.4. Only authorized person's licensed and certified as required by local, state or federal mandates, shall operate machinery, equipment, tools or vehicles.
- 35.5. No riders on machinery or equipment without proper seating accommodations. Riders in trucks are to be seated while the vehicle is moving.
- 35.6. A flag person must be used to direct the backing up of a vehicle in any congested or noisy area. Any flag person exposed to vehicular traffic must be properly trained and certified for this task and must always wear a reflective vest.
- 35.7. The use of a mobile phone while operating any power-industrial trucks or power- industrial equipment and earth moving equipment is strictly prohibited.

### **36. TRANSPORTATION OF PERSONNEL**

- 36.1. Transportation of persons in the back of pick-up trucks is prohibited.
- 36.2. No person will be permitted to ride with arms or legs outside of a vehicle body, in a standing position on the body, on running boards, seated on side fenders, cabs, cab shields, bed of the truck or on the load.
- 36.3. The number of passengers in passenger-type vehicles shall not exceed the number that can be seated
- 36.4. Trucks used to transport personnel shall be equipped with a securely anchored seating arrangement, a rear end gate, and guardrail. Steps or ladders, for mounting and dismounting, shall be provided.
- 36.5. All tools and equipment shall be guarded, stowed, and secured when transported with personnel.
- 36.6. Vehicles transporting personnel shall not be moved until the driver has ascertained that all persons are seated and the guardrails and rear end gates are in place or doors closed.
- 36.7. Getting on or off any vehicle while it is in motion is prohibited.

### **37. PERSONAL PROTECTIVE EQUIPMENT**

- 37.1. SUBCONTRACTORS are responsible for providing their employees with all necessary PPE.
- 37.2. Clothing - Appropriate clothing must be worn at all times. Clothing must consist of long pants and a shirt that covers the shoulders with a minimum 4" sleeve. Clothing must not be torn and

must be free of offensive sayings or pictures. Loose clothing, shorts, athletic shoes, or sleeveless shirts are not permitted on the jobsite. Jewelry of any kind is strongly discouraged on the jobsite. The risk of becoming “caught on” or “caught in” increases substantially when necklaces, dangling jewelry, or rings are worn.

#### 37.2.1. High Visibility Clothing

37.2.1.1. Flaggers and workers exposed to hazards posed by vehicles, earth moving equipment, extendable boom forklifts and cranes shall wear high visibility reflective clothing. High visibility clothing is defined as reflective and fluorescent vests or shirts that workers should wear to make them more visible when working near traffic and heavy equipment, in all light conditions, day and night. The following guidelines shall be used for selection of high visibility clothing:

37.2.1.2. ANSI Class 1 garment: For workers that are separated from vehicular traffic that does not exceed 25 miles per hour; where background settings and worker tasks are not complex.

37.2.1.3. ANSI Class 2 garments: Necessary for greater visibility during inclement weather; where work background is more complex and is close to moving traffic and vehicles; workers’ attention will likely be diverted from traffic traveling at speeds from 25 to 50 miles per hour.

37.2.1.4. ANSI Class 3 garments: Traffic speed is greater than 50 miles per hour; worker must be conspicuous and identifiable as a person through the full range of body motions at a minimum of 1,280 feet.

37.2.1.5. At the discretion of Pepper Construction, projects may require high visibility clothing 100% of the time.

37.3. Footwear - Construction workers and visitors are required to wear a well-constructed hard sole, closed-toe work shoe.

37.4. Gloves – Appropriate hand protection is required when employees’ hands are exposed to hazards such as those from skin absorption of harmful substances; severe cuts or lacerations; severe abrasions; punctures; chemical burns; thermal burns; and harmful temperature extremes. Leather and cotton gloves are not considered cut resistant.

37.5. Hard Hats - Approved hard hats must be worn on the job site at all times. SUBCONTRACTORS are not allowed to work without hard hats. PEPPER CONSTRUCTION will not provide loaner hard hats to SUBCONTRACTOR’s employees.

37.6. Hearing Protection - Appropriate hearing protection must be utilized for the anticipated noise levels encountered. The threshold for hearing protection is 90dBA.



- 37.7. Respirators - The use of some types of respirators requires a medical examination and documented fit testing. Documentation must be provided to PEPPER CONSTRUCTION and kept on file.
- 37.8. Eye Protection - The use of safety glasses with side shields or other suitable eye protection is required at all times. Additionally, face shields must be worn during the use of powder actuated tools, chop saws, partner saws, grinders, or for tasks that create flying debris that can strike the face.
- 37.9. Welding shields shall attach to hard hats.
- 37.10. Roofing - All workers involved with charging of roofing kettles shall wear task specific PPE. These items would include PPE that provides face/neck protection, suitable outer-wear and gauntlet gloves.

### **38. POWDER ACTUATED TOOLS**

- 38.1. Only employees who have been trained in the operation of the particular tool in use shall be allowed to operate a powder-actuated tool.
- 38.2. All Personal Protective Equipment (PPE) required (including but not limited to eye protection, face protection, gloves and hearing protection) must be used during the operation of the tool. All live loads remaining in a used clip shall be discarded properly.
- 38.3. Proper disposal could include a container of water or other closed container that does not allow accidental detonation of unused loads.

### **39. PUBLIC PROTECTION** - Construction activities attract the public. SUBCONTRACTORS must provide safety barriers, walkways, lighting, fences, and any other means necessary to protect the public from possible injury because of the SUBCONTRACTORS work. This must be part of the site-specific safety plan.

- 39.1. Construction work areas must be barricaded and/or posted with appropriate signage. At no time shall work be performed over persons or aisles without such barricades in place to prevent access.
- 39.2. Red barricade tape is to be used to enclose hazardous work areas. Entry into these areas is restricted to authorized personnel.
- 39.3. Yellow barrier tape shall be used to enclose areas where caution must be exercised.
- 39.4. When steel plates, wood planking or similar covers are located where there is pedestrian traffic or exposure, they shall be tapered on all sides with cutback, cold mix or similar material to eliminate tripping hazards. Covers will be non-slip in nature or have a non-slip surface.

### **40. RADIOS** - Electronic entertainment devices are prohibited in the job site work area. Radios are permitted in the site trailer or office primarily for public notification of emergencies (such as weather, security alerts, etc.). Repeat violations of this policy will result in the appropriate discipline, up to and including removal from the jobsite.

## 41. SCAFFOLDING

- 41.1. Per OSHA 1926 requirements, any employee that uses, erects, or dismantles a scaffolding system must be trained in this task. SUBCONTRACTOR documentation of this training must be provided to PEPPER CONSTRUCTION upon request.
- 41.2. A scaffold tagging system shall be used to identify the status of each scaffold. Scaffold status should include the following categories: complete/all requirements met, complete/hazards noted, and/or incomplete do not use.
- 41.3. 1926.451 states that the employer shall have a competent person determine the feasibility and safety of providing fall protection for employees erecting or dismantling supported scaffolds. Pepper Construction Company supports this presumption that personal fall arrest systems are feasible.
- 41.4. The footings for scaffolding must be rigid, sound, and capable of carrying the load without settlement or displacement. Unstable objects such as barrels, boxes, loose brick, concrete blocks, or pieces of scrap lumber shall not be used to support scaffolding. Mudsills, base plates, and leveling jacks must be used.
- 41.5. Standard scaffolding, whenever feasible, shall have guardrails (top and mid rails) whenever the work platform is located at six (6) feet or greater above lower level. If X- brace pivot point is greater than thirty- eight (38) inches but less than forty-eight (48) inches above work platform, only a midrail is required. If X-brace pivot point is greater than twenty (20) inches but less than thirty (30) inches above the work platform only a top rail is required. All other scaffolding situations require guardrails per OSHA standards. All scaffolding that is less than forty-five (45) inches wide must have guardrails whenever the work platform is at forty-eight (48) inches or greater above lower level. This includes Perry and Baker-type scaffolds. Toe boards are required to provide for falling object protection, unless the area below is barricaded and be considered a limited access zone.
- 41.6. Work platforms must be fully planked, except during the erection and dismantling process. At that time, two planks or an eighteen (18) inch wide (minimum) work platform will be provided. Planks must be scaffold grade or documentation provided substantiating that plank material to be of equal or greater strength. This includes planking used by concrete contractors on forming systems. All planking of work platforms must be overlapped a minimum of twelve (12) inches or secured from movement with cleats. Scaffold planks shall extend over their end supports not less than six (6) inches or more than twelve (12) inches. Planks must be inspected before each use and cracked or damaged planks must be removed from service prior to use.
- 41.7. An access ladder or equivalent device, to allow safe access, must be provided for all scaffolding. If the fall distance exceeds 15', stair towers or internal ladder systems must be used. Safe access includes a gate, chains or other barriers that eliminate fall hazards after platform is accessed.
- 41.8. All diagonal bracing must be in place and secure. Braces do not take the place of mid and top rails (except as noted above.)

- 41.9. The scaffold system must be tied to and securely braced against the structure per the minimum requirements of the OSHA standard. If the scaffolding system is to be enclosed for wind or weather protection, it must be designed by a competent person to withstand the additional loads.
- 41.10. When work is to be completed in stairwells rolling scaffolds shall not be used.
- 41.11. Narrow frame scaffolds (Perry/baker type), are not designed to support additional pick boards, walk boards, or scaffold planks. This practice is not allowed.
- 41.12. Training, inspection procedures, maintenance, and operation of self-propelled mobile scaffolds must comply with the manufacturer's requirements and documentation. This documentation must be provided when requested by the PEPPER CONSTRUCTION Safety Department or site Superintendent.
- 41.13. Outriggers or stabilizers must be used, as required, by the manufacturer, guardrails in place and access gates closed while unit is in use.
- 41.14. Minimum safe distances from energized power lines must be maintained at all times (refer to the site specific safety plan).
- 41.15. Manually Propelled Mobile Scaffolds - All casters shall be provided with a positive locking device to prevent scaffolding from rolling. Platforms will be tightly planked for their full width. The floor or work surface must be free from voids, holes, or obstructions. The height of rolling scaffolds must not exceed four (4) times the shortest base dimension.
- 41.16. Two-Point Suspension Scaffolds - The roof iron or hooks shall be of proper size, design, and material. Installation must be secure and anchored properly under the supervision of a trained, competent person. Tiebacks shall serve as a secondary means of anchorage installed at right angles to the face of the structure and secured to a structurally sound element of the building. All employees must be trained in the hazards associated with suspended scaffolding, as well as the controls necessary to eliminate each hazard. Fall protection systems must be used in conjunction with suspended scaffolds.

## **42. SCISSORS AND AERIAL LIFTS**

- 42.1. Scissors and Aerial Lifts may not be "field modified" for uses other than those intended by the manufacturer unless the manufacturer has certified the modification in writing.
- 42.2. All lifts shall be inspected before use. Any deficiencies or equipment in need of repair shall be reported to the subcontractors Superintendent or Foreman before use. If any equipment is in need of repair, the equipment shall not be used until authorization is received from the subcontractors Superintendent or Foreman. Equipment in need of repair shall be tagged out until serviced. Inspection documentation shall be maintained with each piece of equipment for review.

- 42.3. Employees shall always stand firmly on the floor of the basket or platform, and shall not sit or climb on the edge or rails of the basket or use planks, ladders, or other devices for a work position.
- 42.4. Lifts shall not be loaded in excess of the designed working load. Lifts are designed for lifting personnel and small hand tools. Lifts are not to be used in lieu of a crane. Aerial lifts shall not be used to transport construction materials.
- 42.5. Operator must have documented proof of training (available upon request) and use equipment as intended.
- 42.6. Lifts must not be field altered and must use only engineered attachments approved by the manufacturer. It is highly recommended that operator of lift does not work alone.

**43. UTILITIES** - Equipment operators and truck drivers must be cautioned not to operate closer than recommended distances from overhead or underground electrical wires. If work is required near these utilities, the SUBCONTRACTOR must consult with the PEPPER CONSTRUCTION site Superintendent about alternative action plans. Whenever the SUBCONTRACTOR undertakes excavation work, it is their responsibility to contact the appropriate one call locating services. Work may not start until these dig numbers have been submitted to the PEPPER CONSTRUCTION site Superintendent and the schedule of excavation approved.

**44. VISITORS** - Any person not directly involved with the on-site construction of this Project shall not enter the site without first going to PEPPER CONSTRUCTION's job office and signing a visitor's release and obtaining a hard hat and safety glasses which is to be returned to PEPPER CONSTRUCTION. Visitors must be accompanied at all times by a person that has attended site orientation, is responsible for that (person/group) visitor on site and is familiar with the PEPPER CONSTRUCTION Site Safety Plan. All visitors must wear required PPE items such as hardhats, safety glasses, well-constructed hard sole, closed-toe work shoe and long pants. Visitors must not enter Construction or Restoration areas wearing shorts, skirts, open toed-shoes or high-heels. Visitors must sign-out when leaving the project. Note: Contractors are responsible and must accompany at all times equipment repair vendors brought on site.

**45. WELDING AND CUTTING**

- 45.1. When necessary to provide protection for other employees and materials, screens or shields must be used where it is feasible.
- 45.2. All equipment used for welding and cutting including welding cables, gas cylinders, regulators and gauges, hoses, and torch sets shall be inspected each day before use.
- 45.3. Flash back arrestors shall be installed at the oxy-acetylene regulators in addition to the required torch head protection.
- 45.4. Valve protection caps shall always be in place except where cylinders are in use or connected for use. Regulators and hoses will be removed at the end of the work shift.

- 45.5. Compressed gas cylinders will not be stored inside of any structure – this includes gang boxes, storage trailers and similar closed spaces.
- 45.6. Personal Protective Equipment – Head and eye protection must always be worn. Hard hats with eye and face protection for welding applications. Safety glasses with side shields or goggles are required when chipping or grinding a work piece if not wearing a welding helmet. All fabric garments must be resistant to spark, heat, and flame. Respiratory Protection is needed when ventilation is not sufficient to remove welding fumes or when there is risk of oxygen deficiency. Suitable welding gloves are required.
- 45.7. Welding fume extractors must be used for all hot work in occupied facilities to prevent the spread of fumes and smoke. Local exhaust ventilation shall consist of freely movable hoods intended to be placed by the welder or burner as close as practicable to the work. This system shall be of sufficient capacity and so arranged as to remove fumes, smoke at the source, and keep the concentration of them in the breathing zone within safe limits as defined in OSHA 1926 Subpart D.
- 45.8. For all welding and cutting operations, keep 35' clear of combustibles in all directions.
- 45.9. Shield combustible flooring with wet sand, fire retardant tarpaulins or sheet metal. Clean the area of oily deposits and trash. Cover any storage or other combustibles that cannot be moved away. It is the responsibility of the SUBCONTRACTOR to provide, install and maintain welding blankets when conditions warrant their use. Block off any duct openings where sparks can spread.

THIS PAGE WAS INTENTIONALLY LEFT BLANK

END PEPPER SAFETY REQUIREMENTS SECTION

SECTION 009000  
INSURANCE REQUIREMENTS

**1.01 INSURANCE REQUIRMENTS**

1. Upon award, Contractor's shall provide a Certificate of Insurance, including the specified additional insureds and coverage amounts indicated herein.
2. Contractor's cannot mobilize or begin any work onsite until an approved certificate of insurance is on file.

THIS PAGE WAS INTENTIONALLY LEFT BLANK

END INSURANCE REQUIREMENTS SECTION