WEBCOR/OBAYASHI JOINT VENTURE
LONG FORM SUBCONTRACT – TRANSBAY TRANSIT CENTER PROJECT

Job Name: Transbay Transit Center Project
Job Number: 30100.01

Subcontract No.: 301000502
Trade: Temporary Power

This Agreement ("Subcontract" or "Agreement") is made this _____ day of _____, _____, between:

CONTRACTOR ("Contractor"):

WEBCOR/OBAYASHI JOINT VENTURE
951 Mariners Island Blvd. 7th floor
San Mateo, CA 94404
Phone: (650) 349-2727 Fax: (650) 578-8158

WEBCOR/OBAYASHI JOINT VENTURE JOB SITE OFFICE
183 Fremont Street
San Francisco, CA 94105
Phone: (415) 978-5700 Fax: (510) 476-3030

and:

TRADE SUBCONTRACTOR ("Subcontractor"):

NAME:
Address:
City, State, Zip:
Phone: Fax:

On or about the 17th day of March, 2009, Contractor entered into Prime Contract No.08-04-CMGC-000 with:

TRANSBAY JOINT POWERS AUTHORITY ("TJPA")
201 Mission Street, Suite 2100
San Francisco, CA 94105
Phone: (415) 597-4620 Fax: (415) 597-4615

to perform the following project:

Contract No. 08-04-CMGC-000 for the performance of certain CM/GC services related to the construction of the Transbay Transit Center Building and Related Structures (the "Project") as more fully set forth in the Contract Documents. The Project generally consists of neighborhood utility relocation, demolition of existing structure and ramps, construction of the Transit Center Building, and construction of the Bus Ramps connecting the Transit Center Building to the Bus Storage Facility and the West Approach to the Oakland-San Francisco Bay Bridge, and the interconnection and coordination with the Transit Tower. The Project is located over four blocks (from Fremont to Second Streets) between Mission and Natoma Streets in the City and County of San Francisco.

Said work is to be performed in accordance with the Prime Contract and the Plans and Specifications. Said Plans and Specifications have been prepared by or on behalf of:

ARCHITECT (Transit Center Building and Bus Ramps):
PELLI CLARKE PELLI ARCHITECTS
1056 Chapel St.
New Haven, CT 06510
Phone: (203) 777-2515 Fax: (203) 787-2856

ENGINEER (Utility Relocation):
AECOM
405 Howard Street
San Francisco, CA 94105
Phone: (415) 365-3200 Fax: (415) 267-4957

SECTION 1. ENTIRE CONTRACT

The phrase "Contract Documents" is defined to mean and include the following:

Long Form Subcontract
Specifications, as defined in Section 00 01 10 – Master Table of Contents, dated 12/13/2010 and Specification Vol. 20 Section 00 01 15.1 dated 09/29/2010 (TG04.2R Addendum # 1 – Dated 1/31/2011), prepared for the TJPA
Drawings, as defined in Specification Vol. 20 Section 00 01 15.1 – List of Drawings, dated 09/29/2010 (TG04.2R Addendum # 1 – Dated 1/31/2011), prepared for the TJPA
Project Bidding Manual, Rev 10 dated 2/11/2011
Exhibit "A" (Trade Subcontractor Invitation for Bid – Contract #301000502, dated 3/3/2011)
Exhibit "C" (*Lien Releases*)
Exhibit "D" (*Sample Certificate of Insurance and Additional Insured Endorsement*)
Exhibit "E" (*LEED Subcontractor Submission Letter and Data Sheet*),
Exhibit "F" (*BIM Breakdown Sheet*)
Exhibit "G" (*Subcontractor Payment Requisition*)
Exhibit "H" (*Site Specific Safety Plan, 07/30/2010*)
Exhibit "I" (TG05.2R *Concept Schedule, 3/3/2011)*

Subcontractor certifies that he is fully familiar with all of the terms of the Contract Documents, the location of the job site **a**nd the conditions under which the work is to be performed (including, without limitation, existing field conditions, utility locations, and current, local construction practices) and that he enters into this Agreement based upon his investigation of all such matters and documents and is not relying on any opinions or representations of Contractor. This Agreement represents the entire agreement. The Contract Documents are incorporated in this Agreement by reference, and Subcontractor and its Lower-Tier Subcontractors will be and are bound by the Contract Documents insofar as they relate in any way, directly or indirectly, to the work covered by this Agreement. Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to the Owner under the Contract Documents, to the extent of the work provided for in this Agreement, and that where, in the Contract Documents reference is made to Contractor, and the work or specifications therein pertains to Subcontractor's trade, craft, or type of work, then such work or specification shall be interpreted to apply to Subcontractor instead of Contractor, and shall include all work, materials and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as necessary to properly execute and complete such work. In the event that there is a conflict between Contract Documents, the more stringent of the documents shall apply. The prime contract between the Owner and Contractor is available for review at the Contractor's main office at 951 Mariners Island Blvd. 7th floor, San Mateo, CA 94404.

Subcontractor understands that this Agreement is for work that is partially funded by the federal government, and that there may be certain federal requirements as set forth in the Contract Documents that apply to Subcontractor's work under this Agreement, and that it is fully aware of all such requirements that affect its work and shall comply with them.

SECTION 2. SCOPE

Subcontractor agrees to furnish all labor, materials, equipment and other facilities (collectively "Services" or "Work") required to complete the work for the Project in accordance with the Contract Documents. Scope of Work – The Work is not necessarily defined in one particular portion of the plans and specifications or Contract Documents. Subcontractor will perform all of the work that falls within the general area of this Subcontract, regardless of the fact that the work to be performed may be distributed throughout the plans and specifications, and Contract Documents, as well as all incidental work reasonably necessary to complete this Subcontract. The work to be performed by the Subcontractor is generally described as follows:

General Scope: Subcontractor shall engineer, design, furnish and install a complete and fully operable temporary power skid system in conformance with all federal, state, municipal and agency requirements, and the National Electric Code, National Safety Code and Cal/OSHA. This package will include connection of power from existing PG&E facilities adjacent to the project site to temporary power skids at 5 locations that generally includes:

> Provide and install temporary power skids including all underground infrastructures from PG&E facilities as shown, site power distribution panels and associated transformers, bollard, fencing & gate installation, and overall system maintenance over the specified length of time. Installation of underground duct banks, skids and transformers shall be coordinated with and installed per PG&E standards including, but not limited to, all necessary engineering and field coordination.

Logistics & Design Coordination: A general Site Logistics & Design Plan has been established by both PG&E and Webcor/Obayashi Joint Venture and is incorporated into this Subcontract. Trade Subcontractor to submit preliminary Logistics & Design plans to Webcor/Obayashi Joint Venture for approval. Modification(s) to the Trade Subcontractors Plans as directed by Webcor/Obayashi Joint Venture shall not be grounds for a changed condition to the Trade Subcontractor.

Pre-Construction Coordination: Trade Subcontractor will meet with Webcor/Obayashi Joint Venture no more than 10 days after contract award regarding logistical planning and all applicable coordination.

Permits & Fees: Subcontractor shall obtain and pay for any required applications, permits, utility connection fees & costs, and inspections pertaining to this work. All Permit Fees are reimbursable per contract documents.

Shop Drawings: Provide shop drawings to Webcor/Obayashi Joint Venture for review prior to installations and in conformance with contract specifications. Subcontractor shall have sole responsibility for the engineering of the temporary power system. The

Contractor's review shall not be considered as verification of this engineering. Engineering coordination may be required with PG&E and this Subcontractor shall include any engineering design contingencies PG&E or other governing agencies may require.

Completeness of Work: The scope of work for this contract shall include all work reasonably inferable for scope completion, regardless of whether referenced in drawings or not.

Skid Installation Coordination: Prior to the start of any skid installation Subcontractor will schedule and conduct a coordination meeting with Webcor/Obayashi Joint Venture and any associated public entities including, but not limited to, PG&E a minimum of 15 business days prior to start of work.

Layout: Subcontractor is responsible for any/all surveying, staking and layout required for this scope of work. Benchmark datum points will be provided by others.

Site Logistics: Subcontractor is responsible for any/all traffic control, signage, arrow points, flagmen, pedestrian control and protection, and barricade/fence/gate removals, replacement and/or repair associated with this scope of work. All traffic control is per specification or City Ordinance; whichever is the more stringent shall apply.

Switchgear: Metered switchgear for all 5 skids shall be NEMA 3R Outdoor non walk-in. Switchgear distribution buses/panels shall be oversized for future scalability for maximum flexibility. Special consideration required for the following:

a) Each Switchgear shall be designed for a service load of 2500A, 277/480V 3 Phase (refer to PG&E Construction Sketches 30723658 & 30723702 in IFB Attachment 2 for additional data).
b) All switchgear shall be a vertical bus design with oversized distribution boards to accommodate breakers sizes up to 600 amps for future distribution flexibility. Each load side distribution buss assembly shall include cost and accommodation for 2x600amp and 2x400amp breakers with space for two additional breakers, however, final buss distribution and breaker sizes are pending final design schematic review and approval by Webcor/Obayashi Joint Venture.
c) Switchgear Manufacturer must be a nationally recognized manufacturer and compliant with PG&E standards.
d) Device Mounting for Main and Distribution Sections shall be panel mounted.
e) Line and Load terminations shall be accessible from front only of switchboard.
f) Furnish Metering gear/panel for PG&E use and in accordance to their requirements.
g) Distribution Panel shall include wireways for future panel connectivity.
h) Switchgear must be new. Used or refurbished switchgear is not acceptable.
i) Aluminum in lieu of copper busses is acceptable for temporary gear (if applicable per accepted manufacturer design) provided that Trade Subcontractor demonstrate that additional maintenance for aluminum gear is not required.
j) Provide all code compliant grounding. Bus Bar to extend length of switchboard.
k) Finish shall be Manufacturers standard light gray enamel over external surfaces.
l) Subcontractor to request Webcor/Obayashi approval prior to ordering switchgear.
m) Switchgear will be released to Webcor/Obayashi upon completion of this Subcontract term.
n) Provide any/all assembly GFI testing as required for PG&E and applicable Codes.

Skids: All Skid installations shall confirm to PG&E standards including, but not limited to, the following:

1) Provide one concrete pad per PG&E Standards (Ref: PG&E Green Book) and each pad size shall be 27 ft x 12 ft. Pad locations shall be coordinated with, and approved by, Webcor/Obayashi prior to installation.
2) Pads are to include block-out areas for future Load Side underground conduit access. Block outs to be coordinated with Webcor/Obayashi prior to installation.
3) Each skid assembly layout will be coordinated with, and approved by, Webcor/Obayashi prior to fabrication. Layout coordination and installation shall include the following equipment and layout considerations:
    - PG&E Line Side transformers (Provide by PG&E).
    - Switchgear for future PG&E meters and load side distribution.
    - Load side step down transformer and distribution panel.
    - Space for future generator placement and Automatic transfer switch (to be installed under separate contract).
    - Perimeter Fencing and Access Gate Locations.
    - Protective Bollard Placement.
4) PG&E will pull and terminate all feeders on the Line Side (Meter side) of the switchgear. Subcontractor is responsible for the Switchgear and everything on the Load Side of the Meter.
5) Provide and install galvanized, heavy gauge chain link fence on the perimeter of each concrete pad. Post shall be anchored to concrete and fencing shall be 9' high and include one 3-ft single leaf swing gate and two 8-ft double leaf swing gate with latch hooks and lockable rings. Gate shall be of heavy commercial grade construction and shall include heavy commercial grade vision slates on all sides including gates. Fencing and Gate locations shall be coordinated with and approved by Webcor/Obayashi prior to installations.
6) Furnish & install bollards at each Skid location per PG&E design requirements and as directed by Webcor/Obayashi Joint Venture site representative.

Specific Skid detail:

Skids 1 & 2:

- Provide all underground conduit and structures starting at the property line on Minna Street to temporary power skid #1. All city street trenching and underground installation shall comply with PG&E, City and Cal-OSHA Standards.

- Provide all underground conduit, structures and feeders between temporary power skids #1 and #2.

Skids 3 & 4:

- Provide all underground conduit and structures from the PG&E vault in Fremont Street to the temporary power skid #3. All City street trenching, underground installation, street patching, and stripping shall comply with PG&E, City and Cal-OSHA Standards.
- Provide all underground conduit, structures and feeders between temporary power skids #3 and #4. This will included, but not limited to, coring electrical street vault per PG&E approval and direction for installation of two 4" conduits.

Skid 5:

- Provide all underground conduit and structures from the PG&E Point of Connection (POC) in Beale Street to temporary power skid #5.

Distribution panel: For general site power use furnish step down transformer and distribution panel per each skid assembly. The transformer shall accommodate one 120/208 200amp distribution panel. Each panel shall consist of:

1.) NEMA 3R Circuit Breaker type Panelboards.
2.) 2x50amp, 6x20amp and 2 spare 20 amp breakers
3.) Measure Load currents at each panelboard feeder; rearrange circuits in panelboard to balance phase loads to within 20 percent of each other.
4.) Provide Aluminum, current carrying components, with ratings as indicated above.
5.) Furnish grounded and bonded panelboard.
6.) Provide code complaint emergency disconnect switch.
7.) Panel Box finish in manufacturer standard gray enamel.
8.) Install Filler Plates for unused spaces in panelboards.
9.) Provide galvanized unistrut support assemblies for adjustable mounting heights no greater than 6 feet at top of panelboard (Mounting heights are flexible. Actual heights to be determined during initial skid design coordination)
10.) Perform circuit breaker and switch inspections accordingly.
11.) Provide two 50amp pigtails at each distribution panel. Pigtails ownership will be transferred to Webcor/Obayashi Joint Venture upon subcontract completion.

System Maintenance: Subcontractor will include 18 months of switchgear maintenance (if required) and systems are to remain 100% operational unless outages are caused by others. Shutdown of any kind requires one week advance notice to Webcor/Obayashi Joint Venture field superintendents. At the end of the maintenance terms for each skid, Subcontractor shall perform final maintenance and conduct a mutually scheduled transfer of ownership and salvage rights of Temporary Power Skid Systems to future electrical subcontractor per Webcor/Obayashi Joint Venture direction. Transfer of final Skid will result in the conclusion of Subcontractor scope.

Future Power Distribution: Subcontractor shall include 200 nonconsecutive man hours per skid (daily tickets indicating time requires daily verification and signatures by an authorized Webcor/Obayashi Superintendent) for service interface and coordination with other subcontractors requiring temp power connections directly in or on switchgear assemblies. Subcontractor is not responsible for temp power installations installed by others or anything beyond the limits to temporary power skid assemblies.

Future Generators: Subcontractor shall include 48 nonconsecutive man hours per skid (daily tickets indicating time requires daily signatures by authorized Webcor/Obayashi personnel) to coordinate and assist in the connection & testing of future de-watering back-up generator and transfers switch installations (provided by others) for each of the five (5) temp power skids. This activity will require inspection and testing by PG&E and involve PG&E review and approval prior to re-energizing temporary systems. Cost for PG&E testing and stand-by time for generator hook-up is by others.

Temporary Power Failure: In the event power unexpectedly fails due in any part to the negligence of Subcontractor, cost impacts incurred by Webcor/Obayashi Joint Venture or any other on site subcontractor – whether contracted to Webcor/Obayashi or directly to the TJPA - will be passed onto Subcontractor.

Trenching Operations: Subcontractor will demolish and remove all on and off site subsurface structures and infrastructure within its direct trenching operations as indicated on contract plans and specifications. These items include, but are not necessarily limited to, Sewer Lines, Water Lines, Electrical Conduit and structures, Telecommunication Conduit and Structures, and AWSS water system. Items not specifically shown to be removed or shown to be removed in a later phase, but within the limits of this scope, are to remain in place. All necessary measures to protect these remaining utilities will be required as part of this package. Include any shift work and night time operations (if required) for offsite street work (i.e., underground duct bank installation). This will include, but is not limited to, any stand-by fees and/or crews required by PG&E or other agencies.

For all off site trenching operations refer to and coordinate with the Utility Relocation Plans and Technical Specifications provided within this Subcontract scope (see Section 1).

Schedule: Skids are to be sequentially energized per field direction and PG&E meters activated for use beginning the 3rd Quarter of 2011 and completed in the 4th Quarter 2011 unless directed otherwise.

Protection: Protect the entire temporary power skid installations against weather damage and the normal operations of other trades.

Signage: provide all required Federal, State and Local code, NEC, OSHA and Safety signage (example: Danger – High voltage, etc.) on each side of fence enclosures no greater than 10 feet apart.

Mobilization: Subcontractor shall provide mobilizations as necessary in completing all Skid installations.

In the event of any dispute between Contractor and Subcontractor. Subcontractor will not stop work but will prosecute the work diligently to completion, the dispute to be submitted for resolution in accordance with section 17 of this Agreement.

SECTION 3. CONTRACT PRICE

Contractor agrees to pay Subcontractor for the strict performance of its work, the sum of: ($), subject to conditions and deductions for changes in the work as may be directed in writing by Contractor in accordance with Section 6, and to make payment in accordance with Section 4.

SECTION 4. PAYMENT SCHEDULE

4.1 Except as otherwise provided in this Subcontract and except that this section shall in no event be construed to violate the public policy of the State of California, it is agreed that progress payments to Subcontractor shall only be made for acceptable work performed by Subcontractor as reflected in Contractor's Application for Payment. Payment is due only after Subcontractor furnishes services, actually performed, according to the terms of this Subcontract, regardless of any defaults attributable to the Owner or Contractor. Payment is payable either upon Owner approval of the Payment Application and subsequent Owner payment, or, in the event of Owner's non-payment, when Subcontractor has complied with paragraph 4.1.2 below.

Approval of Contractor's Application for Payment and payment for the work reflected therein by Owner shall be a condition precedent that must occur before Contractor will be obligated to pay Subcontractor. Subsequent to Owner approval of Contractor's Application for Payment, Contractor shall pay Subcontractor upon receipt of payment from the Owner, Subcontractor's portion of said payment allowed to Contractor less any percentage retained under the contract between the Contractor and the Owner. Upon receipt of payment from the Owner, and Subcontractor compliance with Paragraphs (4.2) and (4.3) below, Contractor will pay Subcontractor the said contract sum on or about the 30th day of the month following the months in which the work was performed, provided however, Contractor may retain as part security for Subcontractor's fulfillment of this Contract, an amount equal to the amount retained by Owner with respect to Subcontractor's work for the purpose of Subcontract progress payment. Final payment shall only be made to Subcontractor from sums received by Contractor as final payment from the Owner, subject to the above provisions and also Paragraphs (4.2), (4.3) and (4.4) below. Within ten (10) business days after the award of the Subcontract, but in any event no later than Subcontractor's first payment request, Subcontractor shall furnish to Contractor a billing breakdown or schedule of values for Contractor's approval for use in approving invoices and percentages of completed work. Subcontractor's schedule of values shall include a line item for each portion of the Work, and shall be incorporated into Exhibit "G". Notwithstanding anything to the contrary set forth in the Subcontract Agreement, and provided that Subcontractor has complied in full with its subcontract obligations, Contractor shall pay Subcontractor within 10 days of receipt of payment from Owner in accordance with applicable state and federal law.

4.1.2 In the event the Owner fails, neglects or refuses to pay the Contractor for any reasons whatsoever (except on account of defaults solely attributable to the Contractor), then payment shall not be payable to Subcontractor until the events hereinafter set forth occur. In the event of non-payment by the Owner to the Contractor, the Contractor shall notify the Subcontractor in writing. Assuming Subcontractor has satisfied all conditions precedent to receiving payment, Subcontractor agrees that Contractor shall make progress payments and final payments otherwise to Subcontractor for Work undisputedly performed properly by the earlier of: (1) seven (7) days after Contractor being paid by the Owner for amounts payable to Subcontractor on account of work done by Subcontractor on the Project, and (2) the Contractor and Owner exhausting all processes prescribed in the Prime Contract for Contractor to seek and receive payment for Subcontractor's Work. The parties expressly acknowledge and agree that the timing of payments to Subcontractor under the conditions of this paragraph is reasonable. Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to Subcontractor, is subject to the same conditions precedent as are applicable to Contractor's liability to Subcontractor.

4.1.3 Grounds for Withholding Payment. Contractor may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to the extent necessary to protect Contractor from loss, including costs and attorney's fees, on account of (1) defective work not remedied; (2) claims filed or reasonable evidence indicating probable filing of claim; (3) failure of Subcontractor to make payments properly to his subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that this Agreement can be completed for the balance then unpaid; (5) damage to another subcontractor; (6) penalties assessed against Contractor or Subcontractor for failure of Subcontractor to comply with State, Federal or local laws and regulations; or (7) any other ground for withholding payment allowed by State or Federal law, or as otherwise provided in this Agreement.

4.1.4 In the event the Owner fails, neglects or refuses to pay the Contractor for any reasons whatsoever (except on account of defaults solely attributable to the Subcontractor), Contractor agrees to pursue its and Subcontractor's rights to payment from the Owner.

4.1.5 In the event the Subcontractor does not submit to the Contractor such monthly estimates by the date provided in the subcontract, then (unless the Contract Documents provide otherwise) the Contractor may at his option include in his monthly estimate to the Owner for Work performed during the preceding months such amount as he may deem proper for the Work for the Subcontractor for the preceding month and the Subcontractor agrees to accept such approved portion thereof in lieu of monthly payment based upon the Subcontractor's estimate. In the event Subcontractor submits such monthly estimate to

Contractor within the time described above, the Contractor may at his discretion modify Subcontractor's estimate in accordance with Contractor's own estimate of the value of the Subcontractor's Work performed during the preceding month, and the Subcontractor agrees to accept Contractor's estimate thereof in lieu of monthly payments based on the Subcontractor's estimate.

4.1.6 Progress payments to the Subcontractor shall be made only for the Work performed by the Subcontractor as reflected in the Subcontractor monthly estimate. Approval of the Subcontractor's monthly estimate, in whole or in part shall be a condition precedent which must occur before the Contractor will be obligated to pay the Subcontractor. Approval and payment of Subcontractor's monthly estimate is specifically agreed not to constitute or imply acceptance by the Contractor or the OWNER of any portion of the Subcontractor's Work. Subcontractor agrees that upon partial or full payment he will deliver to Contractor applicable releases of mechanics lien rights for that portion paid on the form attached as Exhibit "C".

4.2 Subcontractor shall prepare and present to Contractor, for its approval, on or before the 18th day of each calendar month ("Current Month"), projected through the last day of the month, a complete invoice using Contractor's format (Exhibit's "C" & "G" referenced above in Section 1). Contractor is not required to make any payment to Subcontractor unless Subcontractor shall previously have provided such supporting documentation as may be required by Contractor, the OWNER, Architect, or any party authorized under the Prime Contract. Such documentation may include, without limitation, copies of requisitions from Subcontractor's subcontractors and material suppliers, payroll affidavits, receipts and vouchers, and conditional lien releases for the Current Month and unconditional lien releases for all work completed prior to the Current Month executed by all persons and companies who might have mechanic's lien, stop notice or labor and material bond rights against the Project and arising out of work performed under the Subcontract, using Contractor's forms along with evidence of payment as applicable to all unions and union trust funds. Subcontractor shall promptly notify Contractor if Subcontractor's actual costs for the Current Month are not consistent with the projected costs initially set forth in Subcontractor's invoice. If necessary, Subcontractor shall promptly make all required changes to its invoice to ensure that Contractor's payment application submitted to the Owner accurately reflects Subcontractor's actual costs. Contractor may prepare and issue a joint check for the amount(s) indicated.

4.3 Contractor may withhold monthly progress payments, in accordance with applicable laws, in order to protect Contractor and/or the Owner from loss because of any event of default under this Subcontract. When the grounds for the default are cured by Subcontractor to Contractor's satisfaction, and the funds are paid to Contractor by the Owner, payment shall be made for the amounts withheld because of them.

4.4 Subject to; Paragraphs 4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5, above, the removal of all grounds for withholding, the delivery by Subcontractor to Contractor of (i) Subcontractor's signed Guarantee, (ii) as-built plans, (iii) operation and maintenance manuals required by the Contract Documents, and (iv) satisfactory proof that all claims, including taxes, growing out of the work hereunder (and any liens related thereto) have been released including, specifically, Contractor's receipt of fully executed lien releases from Subcontractor and all of its Lower-Tier Subcontractors and material suppliers involved in its Work, the balance owing to Subcontractor under the terms of this Subcontract shall be due and payable thirty (30) days after completion and acceptance of the entire Project and ten (10) days after receipt of same from the Owner; provided Contractor shall promptly release retention to the extent that Owner releases retention under the Contract Documents with respect to Subcontractor's work. Final payment may, at the Owner's or Contractor's option, be made in the form of checks made jointly payable to Subcontractor and any Lower-Tier Subcontractor, materialman, laborer or supplier entitled to payment out of the funds of the final payment. Furthermore, provided that Subcontractor has complied in full with subcontract obligations, Contractor will withhold no more retention from Subcontractor than the amount of retention that is being withheld from Contractor by Owner with regard to Subcontractor's work, and shall promptly reduce retention withheld from Subcontractor, by a like percentage, when reduced to Contractor by Owner. See Prime Contract (Document 00 07 00) Article 9.04.

4.5 Any and all funds payable to Subcontractor hereunder are hereby declared to constitute trust funds in the hands of Subcontractor, to be applied first to the payment of claims of its subcontractors, architects, engineers, surveyors, laborers and materialmen arising out of the described work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety bonds and other bonds filed and premiums on insurance accruing during the construction of the described work, before application to any other purpose.

4.6 Monthly Progress Invoices and all appropriate documentation must be submitted to the jobsite office on or before the 18th of each month for processing as per Section 4 of the Subcontract.

4.7 In accordance with, and subject to any restrictions set forth in, the Prime Contract provisions, Subcontractor must obtain advance written approval to receive payment for materials or equipment delivered to the jobsite but not yet incorporated into the work. Payments for materials stored on or off the site shall be conditional upon submission by Subcontractor of bills of sale or such other procedures satisfactory to the Owner to establish Owner's title and to protect Owner's interest in the materials or equipment.

SECTION 5. TIME

5.1 Time is of the essence of this Agreement. Subcontractor shall provide Contractor with scheduling information and a proposed schedule for performance of his work in a form acceptable to Contractor. Subcontractor shall plan and sequence its Work to conform to Contractor's Concept schedule (Exhibit "~~H~~I") and all reasonable revisions or changes made thereto by Contractor. Subcontractor shall prosecute his Work in a prompt and diligent manner in accordance with Contractor's progress schedule without delaying or hindering Contractor's work or the work of other contractors or subcontractors. Subcontractor shall coordinate the Work covered by this agreement with that of all other contractors, subcontractors, and of the Contractor, in a manner that will facilitate the efficient completion of the entire Project work. In the event Subcontractor fails to maintain his part of the Contractor's schedule, he shall, without additional compensation and at its own cost, accelerate the work as Contractor may direct until Subcontractor's work is in accordance with such schedule. Contractor shall have complete control of the

premises on which the work is to be performed and shall have the right to decide the time and order in which various portions of the work shall be installed and the relative priority of the work of Subcontractor and other subcontractors, and, in general, all other matters, pertaining to the timely and orderly conduct of the work of Subcontractor on the premises. Should Subcontractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, Architect or Contractor, then the time herein fixed for the completion of the work shall be extended the number of days the Subcontractor has thus been delayed, but no allowance or extension shall be made unless a detailed written notice of delay is presented in writing to Contractor within three (3) working days of the commencement of such delay, and under no circumstances shall the time provided for Subcontractor's completion of its Work be extended to a date which will prevent Contractor from completing the entire Project within the time allowed Contractor for such completion.

5.2 To the fullest extent permitted under applicable law, no claims for additional compensation or damages for delays, whether caused in whole or in part by any conduct on the part of Contractor, including, but not limited to, conduct amounting to a breach of this Agreement, or delays by other subcontractors or the Owner, shall be recoverable from Contractor, and the above-mentioned extension of time for completion shall be the sole remedy of Subcontractor; provided, however, that in the event Contractor obtains additional compensation from Owner on account of such delays, Subcontractor shall be entitled to such portion of the additional compensation so received by Contractor from the Owner as is equitable under all of the circumstances. In the event that Contractor prosecutes a claim against the Owner for additional compensation for any delay, Subcontractor shall cooperate fully with Contractor in the prosecution thereof and shall pay costs and expenses incurred in connection therewith, including actual attorney's fees, to the extent that said claim is made by Contractor at the request of Subcontractor. In the event of delays caused by Contractor or other Subcontractors, Subcontractor may require compensation if such delays impact labor rates, over time, equipment, or material cost.

5.3 Subcontractor shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details, samples, and do all other things necessary and incidental to the prosecution of his work in conformance with Contractor's progress schedule. Subcontractor will prepare daily, and submit to Contractor, the Subcontractor Daily Activity Report.

5.4 If the time periods in the Prime Contract are shorter for the giving of notices of delay (Section 5), notices of claims (Section 6), demands for relief in the case of disputes (Section 17), or notices to correct a default (Section 14), then the shorter period shall govern.

SECTION 6. CHANGES IN THE WORK

6.1 Subcontractor shall make any and all changes to the work described in the Contract Documents and this Agreement as directed by Contractor in writing. Such change or written direction shall not invalidate this Agreement.

6.2 If necessary, and in accordance with the other provisions of this Subcontract, the Contract Price stated in Section 3 and the time for Subcontractor's performance shall be adjusted by appropriate additions or deductions mutually agreed upon before Subcontractor performs the changed work. Subcontractor shall supply Contractor with all documentation necessary to substantiate the amount to or deduction from the price or time. If Contractor and Subcontractor cannot agree on the amount of the addition or deletion, Subcontractor shall nonetheless timely perform the work as changed by Contractor's written direction. Once Subcontractor receives Contractor's written direction, Subcontractor is solely responsible for timely performance of the work as changed by the written direction.

6.3 Payment for changed work shall be made in accordance with Section 4.

6.4 Subcontractor shall not make any changes in the work described in Section 2 or in any way cause or allow that work to deviate from the Contract Documents without written direction from Contractor. If Subcontractor makes any changes in the work described in Section 2 without written direction from Contractor, such change constitutes an agreement by Subcontractor that he will not be paid for that changed work, even if he received verbal direction, written or otherwise, from the OWNER or any other person or entity. In addition, Subcontractor shall be liable for any and all losses, costs, expenses, damages, and liability of any nature whatsoever associated with or in any way arising out of any such change he makes without written direction from Contractor.

6.4.1 Unless agreed to otherwise, any changes in the work which arise from a Subcontractor's Additional Work Authorization (AWA), will require the signatures of both the Contractor's Project Manager and the Superintendent. Each AWA will require these two signatures by the Contractor, in addition to that of the Subcontractor. An AWA is intended to cover work performed on a time and material basis or equivalent. An AWA is only to be used under circumstances where Subcontractor and Contractor agree that a conventional proposal, estimate and change order would not be appropriate. See Prime Contract General Conditions (Document 000700), Article 6.07 for additional Owner requirements.

6.5 If Subcontractor discovers a condition or situation that it believes constitutes a change to its Work, or otherwise requires a change to the Contract Documents, Subcontractor shall provide written notice of the change within five (5) calendar days from discovering such changed condition. If a dispute arises between Contractor and Subcontractor about whether particular work constitutes a change to the Work, Subcontractor shall timely perform the disputed work and give written notice of any claim for additional compensation for that work within five (5) days after such work was performed. Subcontractor's failure to perform the work or failure to give timely notice of the change and claim constitutes an agreement by him that he will not be paid for the disputed work.

6.6 No change, alteration, or modification to or deviation from this Agreement, the Contract Documents, prime contract, plans, or specifications, whether made in the manner provided in this provision or not, shall release or exonerate, in whole or in part, any bond or any surety on any bond given in connection with this Agreement, and no notice is required to be given to such surety of any such change, alteration, modification, or deviation.

SECTION 7. DAMAGES CAUSED BY DELAYS

If Subcontractor should default in performance of the Work or breach any provision of this Agreement, or should otherwise commit any act which causes delay to the Contractor's work, Subcontractor shall be liable for all losses, costs, expenses, liabilities and damages, including liquidated damages, sustained by Contractor, or for which Contractor may be liable to the Owner or any other party because of Subcontractor's default or breach.

Subcontractor's liability for liquidated damages arising out of Subcontractor's default in performance of the work or breach of any provision of this Agreement shall be limited to amounts, if any, assessed against Contractor by the Owner and shall be further limited to the extent of Subcontractor's comparative fault for such losses.

SECTION 8. BONDING OF SUBCONTRACTOR

Concurrently with the execution of this Agreement, Subcontractor shall, if required by Contractor, supply a labor and material bond and a performance bond, in an amount equal to one hundred percent (100%) of the Contract Price. Such bonds shall be in forms satisfactory to Contractor and shall be executed by a U.S. Treasury listed corporate surety acceptable to Contractor and admitted as a surety insurer in the State of California. The premium cost for such bonds is included in the Contract Price.

No change, alteration or modification to, or deviation from, the Contract Documents, including this Subcontract, the Prime Contract, plans, or specifications, whether made in the manner provided for in this Subcontract or not, shall release or exonerate, in whole or in part, any bond or any surety on any bond given in connection with this Subcontract, and no notice is required to be given to such surety of any such change, alteration, modification, or deviation.

See the Prime Contract General Conditions (Document 000700), Article 10.02.C for additional requirements.

SECTION 9. LIENS

9.1 In case suit is brought on any claim, stop notice or lien for labor performed or materials used on or furnished to the Project ("Claim"), Subcontractor shall pay and satisfy any such Claim as may be established by the decision of the court in said suit. Subcontractor agrees within ten (10) days after written demand to cause the effect of any such Claim or lien to be removed from the premises, and in the event Subcontractor shall fail to do so, Contractor is authorized to use whatever means in its discretion it may seem appropriate to cause said lien or Claim to be removed or dismissed and the cost thereof, together with actual attorney's fees, shall be immediately due and payable to Contractor by Subcontractor. Subcontractor may litigate any such Claim or suit provided he causes the effect thereof to be removed, promptly in advance, from the premises, and shall further do such things as may be necessary to cause Owner not to withhold any monies due to Contractor from Owner by reason of such liens or Claims.

9.2 It is understood and agreed that the full and faithful performance of this Agreement on the part of Subcontractor (including the payment of any obligations due from Subcontractor to Contractor, and any amounts due to labor and materialmen furnishing labor or material for said work) is a condition precedent to Subcontractor's right to receive payment for the work performed, and any monies paid by Contractor to Subcontractor under the terms of this Agreement shall be impressed with a trust in favor of labor and materialmen furnishing labor and material to Subcontractor on the work herein subcontracted.

SECTION 10. PROVISIONS FOR INSPECTION

Subcontractor shall at all times furnish to Contractor and his representatives safe and ample facilities for inspecting materials at the site of construction, shops, factories or any place of business of Subcontractor and his subcontractors and materialmen where materials under this Agreement may be in course of preparation, process, manufacture or treatment. Subcontractor shall furnish to Contractor as often as required by Contractor, full reports of the progress of the work at any place where materials under this Agreement may be in the course of preparation or manufacture. Such reports shall show the progress of such preparation and manufacture in such details as may be required by Contractor, including, but not limited to, any plans, drawings or diagrams in the course of preparation.

SECTION 11. MATERIALS AND WORK FURNISHED BY OTHERS

In the event the Work includes installation of materials or equipment furnished by others or work to be performed in areas to be constructed or prepared by others, it shall be the responsibility of Subcontractor to examine and accept, at the time of delivery or first access, the items so provided and thereupon handle, store and install the items with such skill and care as to insure a satisfactory completion of the Work. Use of such items or commencement of work by Subcontractor in such areas shall be deemed to constitute acceptance thereof by Subcontractor. Loss or damage due to acts of Subcontractor shall be charged to the account of Subcontractor and deducted from monies otherwise due under this Agreement.

SECTION 12. PROTECTION OF WORK

12.1 Subcontractor shall effectually secure and protect the work done hereunder and assume full responsibility for the condition thereof until final acceptance by the OWNER and Contractor. Subcontractor further agrees to provide such protection as is necessary to protect the work and the workmen of Contractor, the OWNER, and other subcontractors from its operations.

12.2 Subcontractor shall be liable for any loss or damage to any work in place or to any equipment and materials on the job site caused by Subcontractor or its agents, employees or guests.

SECTION 13. LABOR RELATIONS AND LABOR AGREEMENTS

13.1 Contractor is signatory to the following unions: Carpenters, Cement Finishers, Laborers, and Operating Engineers. In accordance with this Section, Subcontractor shall comply with the terms and conditions of these agreements.

13.2 Subcontractor shall keep a representative at the job site during all times when Subcontractor's work is in progress, and such representative shall be authorized to represent Subcontractor as to all phases of the work. Prior to commencement of the work, Subcontractor shall notify Contractor who Subcontractor's representative is to be, and in the event of any change of representative Subcontractor shall notify Contractor who the new representative is to be prior to such change becoming effective.

13.3 Subcontractor acknowledges that Contractor has entered into labor agreements covering work at its construction jobsites with the labor unions listed in Section 13.1 above. Subcontractor hereby expressly agrees that all of the provisions of the applicable labor agreements are incorporated into this Agreement as if they were set forth in their entirety.

13.4 Subcontractor agrees to comply with all of the terms and conditions of those labor agreements set forth in Section 13.1 above as if it were a party to said agreements including signatory status if required. Subcontractor further agrees to pay the wage rates, make the required trust fund payments into the respective labor trust funds, and observe the hours and all other terms and conditions set forth in the respective labor agreements referenced in Section 13.1 above. Subcontractor agrees to comply with the terms and provisions of said agreements setting forth the grievance and arbitration provisions. Furthermore, Subcontractor agrees to comply with the terms and provisions of said agreements setting forth the jurisdiction and scope of work therein for resolution of jurisdictional disputes. In the absence of any such procedure or if such procedure or if such procedure fails to promptly resolve the jurisdictional dispute, Subcontractor agrees, at its own cost and expense and upon request by Contractor, to take any and all lawful steps to secure a binding and final determination of said jurisdictional dispute by the National Labor Relations Board.

13.5 Subcontractor acknowledges that terms and conditions of the labor agreements with the unions listed in Section 13.1 above may require that Subcontractor comply with additional labor agreements with unions affiliated with the AFL-CIO but not listed. When the terms and conditions of the below-referenced labor agreements so require, Subcontractor shall perform his job site work pursuant to all terms and conditions of an appropriate labor agreement with a union affiliated with the AFL-CIO.

13.6 Subcontractor acknowledges that Contractor is a member of the Construction Employers' Association, and Subcontractor agrees to work in unison with Contractor and other subcontractors and to be bound by the procedures to follow when establishing a dual gate system. Should there be picketing on Contractor's job site, and Contractor establishes a reserved gate for Subcontractor's purpose, it shall be the obligation of Subcontractor to continue the proper performance of his work without interruption or delay.

13.7 Subcontractor further promises and agrees that he will bind and require all of his subcontractors and their subcontractors performing job site work of the type covered by any of the labor agreements specified in Section 13.1 above to agree to all of the foregoing promises and undertakings, to the same effect as herein provided with respect to him.

13.8 Subcontractor shall comply with all equal employment opportunity and affirmative action requirements promulgated by any governmental authority, including, without limitations, the requirements of the Civil Rights Act of 1964, Presidential Executive Orders No. 10925, 11114 and 11246, the California Fair Employment Practices Act, the American with Disabilities Act of 1991 and the Family Medical Leave Act of 1993. Subcontractor shall comply with and agrees to be bound by all applicable Federal, State and local laws and regulations, including, but not limited to, all Fair Labor Standards Act provisions and California Code provisions covering the work. Upon request, Subcontractor agrees to submit certified payroll reports to contractor no later than three (3) working days after labor has been paid.

13.9 To the extent a Subcontractor is bound to any Collective Bargaining Agreement at the time of submitting its bid proposal, Subcontractor agrees to comply with the terms and conditions of said Collective Bargaining Agreement until completion of the project.

SECTION 14. RECOURSE BY CONTRACTOR

14.1 Termination for Default

14.1.1 Notice to Cure. If Subcontractor at any time refuses or neglects to supply enough properly skilled workers and proper materials, or fails to properly and diligently prosecute the work covered by this Agreement, or fails to make prompt payment to his workers, sub-subcontractors or suppliers, or becomes delinquent with respect to contributions or payments required to be made to any health and welfare, pension, vacation, apprenticeship or other employee benefit program or trust, or is otherwise guilty of a material breach of a provision of this Agreement, and fails within forty-eight (48) hours after receipt of written notice (letter, facsimile, or email) to commence and continue satisfactory correction and curing of such default with diligence and promptness, then Contractor, without prejudice to any legal or equitable rights or remedies, shall have the right to any or all of the following remedies:

(a) supply such number of workers and quantity of materials, equipment and other facilities as Contractor deems necessary for the completion of Subcontractor's Work, or any part thereof which Subcontractor has failed to complete or perform, and charge the cost thereof to Subcontractor, who shall be liable for the payment of same including fifteen percent (15%) for overhead and profit, and actual attorney's fees incurred as a result of Subcontractor's failure of performance;

(b) contract with one or more additional contractors to perform such part of Subcontractor's Work as Contractor shall determine will provide the most expeditious completion of the total work and charge the cost including overhead and profit thereof to Subcontractor; and

(c) withhold payment of any monies due Subcontractor pending corrective action to the extent required by and to the satisfaction of Contractor.

(d) Terminate for default Subcontractor's rights under this Agreement and use any materials, implements, equipment, appliances or tools furnished by or belonging to Subcontractor to complete Subcontractor's Work without any further compensation to Subcontractor for such use. Contractor also may furnish those materials and equipment, and/or employ such workers or subcontractors as Contractor deems necessary to maintain the orderly progress of the Work. In such case, Subcontractor shall be entitled to no further payment until the balance of Subcontractor's Work has been completed. At that time, all of the costs incurred by Contractor in performing Subcontractor's Work, including a markup of fifteen percent (15%) for overhead and profit on such expenses, plus actual attorney's fees as provided above, shall be deducted from any monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Contract Price.

In the event of an emergency affecting the safety of persons or property, Contractor may proceed as above without first providing a Notice to Cure.

14.1.2 In the event Contractor terminates Subcontractor for default, and it is subsequently determined in a civil action or arbitration that the termination for default was improper, Contractor's liability to Subcontractor shall be no greater than it would be if Contractor would have terminated Subcontractor for convenience pursuant to Paragraph 14.3. Moreover, the damages, if any, Subcontractor shall be entitled to shall be limited to the compensation, if any, Subcontractor would be entitled to in the event of a termination for convenience pursuant to Paragraph 14.3 below.

14.2 Bankruptcy

14.2.1 Termination Absent Cure. Upon the appointment of a receiver for Subcontractor or upon Subcontractor making an assignment for the benefit of creditors or if Subcontractor seeks protection under the Bankruptcy Code or commits any other act of insolvency, Contractor may terminate this Agreement without notice upon giving written notice to Subcontractor and its surety, if any. If an order for relief is entered under the Bankruptcy Code with respect to Subcontractor, Contractor may terminate this Agreement upon written notice to Subcontractor, its trustee, and its surety, if any, unless Subcontractor, the surety, or the trustee:

(a) promptly cures all defaults;
(b) provides immediate and adequate assurance of future performance;
(c) compensates Contractor for actual pecuniary loss resulting from such defaults;
(d) assumes the obligations of Subcontractor under this Agreement within the statutory time limits.

14.2.2 Interim Remedies. If Subcontractor is not performing in accordance with the Contractor's progress schedule at the time of entering an order for relief, or at any subsequent time, Contractor, while awaiting the decision of Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Section as are reasonably necessary to maintain the schedule of work including:

(a) Contractor may offset against any sums due or to become due Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and actual attorney's fees incurred as a result of Subcontractor's non-performance.

(b) Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract Price.

14.3.1 Termination for Convenience. Contractor may at any time and for any reason terminate Subcontractor's services and work for Contractor's convenience. Cancellation shall be by service of written notice to Subcontractor's place of business. Upon receipt of such notice, Subcontractor shall, unless the notice directs otherwise, immediately discontinue the work and placing orders for materials, facilities and supplies in connection with the performance of this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Contractor, or at the option of Contractor, give Contractor the right to assume those obligations directly, including all benefits to be derived therefrom. Subcontractor shall thereafter do only such work as may be necessary to preserve and protect the work already in progress and to protect material and equipment on the job site or in transit thereto. Upon such termination, Subcontractor shall be entitled to payment in accordance with Section 4 only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Subcontractor as are permitted by the prime contract and approved by Owner; plus (3) fifteen percent (15%) of the cost of the work referred to in subparagraph (1) above for overhead and profit (subject to any limitations set forth in the Prime Contract) or the profit earned if the contract had been fully performed, whichever one is less. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Subcontractor prior to the date of the termination of this Agreement. Subcontractor shall not be entitled to any claim or claim of lien against Contractor or the OWNER for any additional compensation or damages in the event of such termination for convenience and payment. Notwithstanding the foregoing, Contractor may terminate Subcontractor's services and work for Contractor's convenience only if the Owner terminates either the Prime Contract or this Subcontract Agreement for convenience.

14.3.2. If the Prime Contract between Contractor and the OWNER is terminated for the convenience of the OWNER, the termination settlement under this Subcontract shall be as provided in the Prime Contract. Subcontractor shall not be entitled to receive any greater amount than Contractor may on behalf of Subcontractor recover from the OWNER for such termination.

SECTION 15. INDEMNIFICATION

15.1.1 Subcontractor's Performance. With the exception that this Section 15 shall in no event be construed to require indemnification by Subcontractor to a greater extent than permitted under the public policy of the State. Subcontractor shall indemnify, defend and save harmless the OWNER and Contractor, including their officers, agents, employees, affiliates, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liability, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with Subcontractor's operations to be performed under this Agreement for, but not limited to:

(a) Personal injury, including, but not limited to, bodily injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Subcontractor, the Owner, Contractor, or any other subcontractor and/or damage to property of anyone (including loss of use thereof), caused, or alleged to be caused, in whole or in part, by any act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable regardless of whether such personal injury or damage is caused by a party indemnified hereunder.

(b) Penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of Subcontractor.

(c) Infringement of any patent rights which may be brought against the Contractor or Owner arising out of Subcontractor's work**,** unless such process or work which is alleged to infringe is specifically required by the Contract Documents.

(d) Claims and liens (see Section 9) for labor performed or materials used or furnished to be used on the job, including all incidental damages resulting to Contractor or Owner from such claims or liens.

(e) Subcontractor's failure to fulfill the covenants set forth in each subpart of Section 13, Labor Relations

(f) Failure of Subcontractor to comply with the provisions of Section 16.1, Casualty Insurance.

(g) Any violation or infraction by Subcontractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of Contractor's or other's equipment, hoist, elevators, or scaffolds (See Sections 16 and 20).

The indemnification of (a) through (g) above shall extend to Claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply regardless of any active and/or passive negligent act or omission of the OWNER or Contractor or their agents or employees. Subcontractor, however, shall not be obligated under this Agreement to indemnify OWNER or Contractor for Claims arising from the sole negligence or willful misconduct of Owner or Contractor or their agents, employees or independent contractors who are directly responsible to OWNER or Contractor, or for defects in design furnished by such persons.

15.1.2 Subcontractor shall:

(a) At Subcontractor's own cost, expense and risk, and through counsel of Contractor’s selection, Subcontractor shall defend all Claims that may be brought or instituted by third persons, including, but not limited to, governmental agencies or employees of Subcontractor, against Contractor or the OWNER or their agents or employees or any of them. Subcontractor’s duty to defend the OWNER and Contractor is independent and distinct from Subcontractor’s duties to indemnify and hold harmless specified herein;

(b) Pay and satisfy any judgment or decree that may be rendered against Contractor or OWNER or their agents or employees, or any of them, arising out of any such Claim; and/or

(c) Reimburse Contractor or the OWNER or their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section 15.

15.2 Risk of Loss

All work covered by this Agreement done at the site or in preparing or delivering materials or equipment, or any or all of them, to the site shall be at the risk of Subcontractor exclusively until the completed work is accepted by Contractor.

15.3 No Limitation of Liability

The indemnities set forth in this Section 15 shall not be limited by the insurance requirements set forth in Section 16.

15.4 Hazardous Material

15.4.1 Subcontractor and its Lower-Tier Subcontractors shall use, handle, transport and dispose of all Hazardous Materials (as defined below) in compliance with all federal, state and local environmental, health or safety laws, including, but not limited to, all such statutes, regulations, rules, ordinances, codes, and rules of common law. Subcontractor further agrees that

Subcontractor and Lower-Tier Subcontractors shall not cause the discharge, release or disposal of any Hazardous Material on the job site. Subcontractor and its Lower-Tier Subcontractors shall, upon completion of performance of all duties under this Subcontract, remove all supplies, materials and waste containing any Hazardous Material from the job site. Subcontractor shall bear full financial responsibility, as between the parties of this Subcontract, for the compliance of Subcontractor and its Lower-Tier Subcontractors with the provisions of this paragraph. Should Subcontractor or its Lower-Tier Subcontractors discharge, release or dispose of any Hazardous Material on the site in violation of this paragraph, Subcontractor shall immediately so inform Contractor in writing. In the event Subcontractor or its Lower-Tier Subcontractors encounter on the site any pipeline, underground storage tank or other container, of any kind, that may contain a Hazardous Material, or encounter material reasonably believed to be a Hazardous Material, Subcontractor shall immediately stop work in the area affected and report the condition to Contractor in writing. Should Subcontractor or its Lower-Tier Subcontractors fail to take immediate steps to comply with the requirements of this paragraph upon notice from Contractor, Subcontractor shall be in default of this Subcontract.

15.4.2 "Hazardous Material" means any substance: (1) the presence of which requires investigation or remediation under federal, state or local statute, regulation, ordinance, rule, code, order, action, policy or common law, or (2) defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state or local statute, regulation, ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Sections 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or (3) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State or any political subdivision thereof; or (4) the presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or (5) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (6) which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde form insulation.

SECTION 16. INSURANCE

16.1 Casualty Insurance Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, in insurance companies with a Best's Insurance Rating of A- or better and Class VIII or better or otherwise acceptable to Contractor, as follows:

16.1.1 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's Liability insurance shall be provided in amounts not less than:

$1,000,000 each accident for bodily injury by accident
$1,000,000 policy limit for bodily injury by disease
$1,000,000 each employee for bodily injury by disease

If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

16.1.2 General Liability Insurance. Subcontractor shall carry Comprehensive General Liability or Commercial General Liability insurance provided on the ISO CGL Form No. CG 00 01 10 01 or equivalent, covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability of the limits of liability indicated below and including coverage for:

(a) premises and operations;
(b) products and completed operations maintained continuously for a period of ten (10) years following completion of construction or the applicable statutory period for which Subcontractor is liable for its work, whichever is greater;
(c) contractual liability insuring the obligations assumed by Subcontractor in this Agreement;
(d) broad form property damage (including completed operations);
(e) explosion, collapse and underground hazards; and
(f) personal injury liability (with deletion of the exclusion for liability assumed under contract).

16.1.2.1 If Subcontractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and personal injury liability of:

$1,000,000 each occurrence
$1,000,000 in aggregate

16.1.2.2 If Subcontractor carries an Occurrence form Commercial General Liability policy, the limits of liability shall be not less than:
$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
$1,000,000 for personal injury only
$1,000,000 aggregate for products-completed operations
$2,000,000 general aggregate

The "general aggregate" limit shall apply separately to Subcontractor's work under this contract.

16.1.2.3 Special Claims Made Policy Form Provisions. Subcontractor shall not provide general liability insurance under any Claims Made Commercial General Liability form or Modified Occurrence Policy form without the express prior written consent of Contractor.

16.1.2.4 Additional Insured. With respect to whichever General Liability policy form is furnished as required above, Contractor, its officers, directors and employees and the OWNER shall be named as additional insureds. The policy shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance maintained by Contractor or Owner shall be excess only and shall not be called upon to contribute with this insurance.

Coverage for the Contractor, its officers, directors and employees and the OWNER as additional insureds shall be provided by a policy provision or by an endorsement providing coverage utilizing ISO form CG 10 11 85 or ISO form CG 20 10 07 04 in conjunction with ISO form CG 20 37 07 04.. Additional entities that must be named as an additional insured are listed in the sample insurance form attached hereto (See Exhibit "D"). Blanket additional insured endorsements which attempt to limit the scope or time period of coverage will not be accepted. With respect to all other liability insurance policies (with the exception of Professional Liability), similar endorsements naming Contractor, its officers, directors and employees and the Owner shall be included with the required certificate of insurance.

16.1.2.5 Self-Insured Retention. If the commercial general liability policy contains a Self-Insured Retention (SIR), the amount of the SIR must be clearly identified on the certificate of insurance, but in no event shall it exceed $25,000. Contractor reserves the right to reject any policy utilizing an SIR or require the Subcontractor to provide a bond securing an amount equal to the SIR at no additional cost to Contractor.

Subcontractor shall satisfy any SIR immediately upon Contractor's demand to affect coverage for claims arising out of or in connection with Subcontractor's operations under this Agreement. Subcontractor's failure to immediately satisfy the SIR upon Contractor's demand shall constitute a material breach of this Subcontract Agreement.

The policy provision or additional insured endorsement providing additional insured coverage to Contractor shall expressly provide that Contractor, as an Additional Insured, shall have the right to pay any SIR under the policy. Accordingly, language similar to that provided below is expressly prohibited:

"Payments by others, including but not limited to additional insureds or insurers, do not serve to satisfy the self-insured retention. Satisfaction of the self-insured retention as a condition precedent to our liability applies regardless of insolvency or bankruptcy by [named insured]."

Subcontractor shall be fully responsible for any and all amounts paid by Contractor to satisfy the SIR, and Contractor shall have the right to immediately deduct such amounts from any amounts otherwise due and owing to Subcontractor.

16.1.3 Automobile Liability Insurance. Subcontractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than $1,000,000 combined single limit each accident for bodily injury and property damage. Coverage shall apply to all owned, hired and non-owned automobiles.

16.1.4 Certificates of Insurance (as per Exhibit "D" referenced above in Section 1), as evidence of the insurance required by this Agreement, shall be furnished by Subcontractor to Contractor before any work hereunder is commenced by Subcontractor. The certificates of insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor or ten (10) days in the event of non-payment of premium. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be crossed out on the certificate.

The Certificate of Insurance furnished as evidence of Comprehensive General Liability or Commercial General Liability insurance carried by the Subcontractor shall include a copy of the policy provision or the additional insured endorsement adding the Contractor and the OWNER as Additional Insured and shall provide that insurance for such additional insureds applies as primary insurance and that other insurance maintained by the Contractor or Owner shall not be called upon for contribution.

16.1.5 Contractor may take such steps as are necessary to assure Subcontractor's compliance with his obligations under this Section 16. In the event Subcontractor fails to maintain any insurance coverage required under this Agreement, Contractor may maintain such coverage and charge the expense to Subcontractor, or terminate this Agreement.

16.1.6 The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities by him in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.

16.2 Property Insurance

16.2.1 Contractor and Subcontractor waive all rights against each other and against all other subcontractors and the Owner for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver or subrogation, the Owners of such policies will cause them to be so endorsed or obtain such consent.

16.2.2 Upon written request of Subcontractor, Contractor shall provide Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the project and procured by Contractor. Subcontractor shall satisfy himself as to the existence and extent of such insurance prior to commencement of Subcontractor's work.

16.2.3 If Builder's Risk insurance purchased by the Owner or Contractor provides coverage for Subcontractor for loss or damage to Subcontractor's work, Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to Subcontractor's work and/or damage to other work caused by Subcontractor.

16.2.4 If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, Subcontractor shall procure and maintain at his own expense property and equipment insurance for portions of Subcontractor's work stored off the site or in transit. Subcontractor is solely responsible for loss or damage to its personal property including, without limitation; tools, equipment, scaffolding, temporary structures or property or materials created or provided under the Subcontract until delivered and accepted or installed at the Project site. Any insurance provided by Subcontractor shall include a waiver of subrogation from insurers in favor of Contractor and Owner.

16.2.5 If the Owner or Contractor has not purchased Builder's Risk or equivalent insurance including the full insurable value of Subcontractor's work, then Subcontractor may procure such insurance at his own expense as will protect the interests of Subcontractor, and his subcontractors in the work. Such insurance shall also apply to any of the Owner's or Contractor's property in the care, custody or control of Subcontractor.

16.3 Failure of Contractor to enforce in a timely manner any of the provisions of this Section 16 shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Agreement. Any exceptions to the provisions of this Section 16 must be delineated in the Contract Documents.

16.4 Professional Liability Insurance. All Subcontractors providing design-build or design-assist services in conjunction with their work shall provide the following coverage and limits of insurance: Professional Liability Insurance (Errors and Omissions) with a limit no less than $1 Million per claim and $2 Million policy aggregate containing a deductible no greater than $50,000 per claim. Contractor reserves the right to reject any policy utilizing an SIR or require the Subcontractor to provide a bond securing an amount equal to the SIR at no additional cost to Contractor. Coverage shall be maintained continuously by Subcontractor for the duration of the project and ten (10) years following completion of construction or the applicable statutory period for which Subcontractor is liable for its work, whichever is greater. The retroactive date of such policy must be on or before the first date Subcontractor began providing professional services in conjunction with the work.

16.5 Contractors Pollution Liability (CPL) Insurance. If Subcontractor's scope of work includes the removal, treatment, handling or hauling of hazardous materials, Subcontractor will provide pollution liability coverage to respond to claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, and disposal. Such insurance shall be written on an occurrence basis and Contractor shall be included as an insured party under the policy. Coverage shall extend to bodily injury, property damage, completed operations and clean-up costs with limits of not less than $2,000,000 each occurrence and $2,000,000 Million policy aggregate.

16.6 Waivers of Subrogation. All required insurance coverages shall contain provisions stipulating that the insurers waive all of their rights of recovery by subrogation against Contractor and Owner which shall be evidenced by endorsement in conjunction with the required certificates of insurance. Subcontractors shall require similar waivers of subrogation from each of its Subcontractors of every tier.

16.7 Insurance Requirements of Lower-Tier Subcontractors. Subcontractor shall ensure that its Lower-Tier Subcontractors of any tier procure and maintain insurance in like form and amounts and include the required additional insured endorsements and waivers of subrogation. Certificates of insurance and endorsements must be provided prior to Lower-Tier Subcontractors entering the project site.

16.8 Deductibles/Self-Insured Retention: Subcontractor shall be fully responsible for satisfying all deductibles and self-insured retentions under the Subcontractor's insurance policies applicable to the Work.

16.9 Additional Insurance Requirements. Please refer to the Prime Contract between the Contractor and the Owner for any additional insurance requirements that may be applicable to Subcontractor's scope of work (See Prime Contract Document 00 08 05). Additional insurance requirements applicable to Subcontractor's specific scope of work may also be included in Exhibit A to this Subcontract Agreement. In the event that applicable insurance requirements set forth elsewhere in the Contract Documents conflict with the insurance requirements set forth above, the more stringent insurance requirements providing the highest limits and greatest protection to Owner and Contractor shall apply.

SECTION 17. CLAIMS RESOLUTION PROCEDURE

17.1 Resolution of Disputes Involving Owner. All claims, disputes and matters in question, involving the Owner, arising out of, or relating to this Subcontract Agreement for a Particular Project or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, shall be decided by the claims procedure, including any arbitration clause, specified in the prime contract between Contractor and Owner for the Particular Project. Pass-through claims will be pursued by the Contractor at the expense of Subcontractor, and Subcontractor will reimburse Contractor for the costs of legal and consulting services Contractor deems necessary to protect the interests of Contractor in connection with the processing of such claims. Without limiting any indemnity obligations elsewhere in this Subcontract, Subcontractor will indemnify Contractor against any cost or expense incurred by Contractor in connection with any claim of Subcontractor, including, without limitation, any response to an allegation of a false claim. Subcontractor shall be provided a reasonable opportunity to participate in all dispute proceedings under the Prime Contract and involving the Owner related to this Subcontract Agreement.

17.2 Arbitration Procedures. If, in the sole **judgment** of the Contractor, the controversy, dispute or claim is principally between the Contractor and Subcontractor and does not involve the Owner, then such controversy, dispute or claim between the Contractor and Subcontractor shall be determined as hereinafter provided:

If any party has a claim, dispute, or any other unresolved matter written notice of the claim, dispute or other matter in question must be given to the other party as a precondition to proceeding with any claim against that party. Such written notice must be given within a reasonable time after party is aware of claim, dispute or other matter.

17.2.1 All claims, disputes and other matters in question between the Subcontractor and the Contractor arising out of or related to the Subcontract Agreement or the breach thereof, except as specifically governed by the foregoing provisions, and except for claims which have been waived by the making and acceptance of final payments, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining at the sole option of the Contractor. If a demand for arbitration is filed by the Subcontractor, the Contractor will advise the Subcontractor within thirty days after receipt of such a demand for arbitration if the Contractor exercises the option to arbitrate or rejects arbitration; such election once made shall be binding. The filing of a demand for arbitration by the Contractor shall be deemed an election to arbitrate and shall constitute the exercise of the option of the Contractor to proceed with arbitration. The Contractor may join or consolidate arbitration with the Owner, Architect or any Subcontractor, or any other party having an interest in the proceeding. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notwithstanding the foregoing, Contractor and Subcontractor shall mutually agree on whether any controversy, dispute or claim between the parties shall be submitted to arbitration.

17.2.2 The Subcontractor agrees to continue performance of the subcontract Work and shall proceed in accordance with the directives of the Contractor in the event of a dispute or controversy. It being understood and agreed that any controversy between the parties shall not be deemed a basis to delay or suspend the work, unless directed otherwise by the Contractor.

17.2.3 Notice of Demand. Notice of demand for arbitration shall be filed in writing with the American Arbitration Association and the other party to the Master Subcontract Agreement for a Particular Project. Demand form shall be that provided by American Arbitration Association. The demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute or other matter in question has been given, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

17.2.4 Award. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

17.2.5 Work Continuation and Payment. Unless otherwise agreed in writing, Subcontractor shall carry on the work and maintain the schedule of work pending arbitration or other legal proceedings, and, if so, Contractor shall continue to make payments in accordance with this Long Form Subcontract Agreement.

17.2.6 Consolidated Arbitration Proceedings. To the extent not prohibited by their contracts with others, the claims and disputes of Owner, Contractor, Subcontractor and other subcontractors involving a common question of fact or law shall be heard by the same arbitrator(s) in a single proceeding. In this event, it shall be the responsibility of Subcontractor to prepare and present Contractor's case, to the extent the proceedings are related to this Agreement. Should Contractor enter into arbitration with the Owner or others regarding matters relating to this Subcontract Agreement, Subcontractor shall be bound by the result of the arbitration to the same degree as the Contractor.

17.2.7 No Limitation of Rights or Remedies. This Section shall not be deemed a limitation of any rights or remedies which Subcontractor may have under any Federal or State mechanic's lien laws or under any applications labor and material payment bonds unless such rights or remedies are expressly waived by him.

SECTION 18. SAFETY PRACTICES

18.1 Subcontractor shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices including the accident prevention safety program of Owner and Contractor. Subcontractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to work for its employees and for employees of its subcontractors and suppliers of material and equipment, for adequacy of and required use of all safety equipment and for full compliance with the aforesaid laws, orders, citations, rules, regulations, standards and statutes. It is the responsibility of subcontractor to provide documentation to Contractor of Safety Program, Compliance with Subcontractor Program and submission of MSDS Forms.

18.2 Substance Abuse Policy. In keeping with Contractor's intention to provide a safe working environment for all of its employees, Contractor has established a Substance Abuse Policy for its employees and Subcontractors working at any Contractor jobsite, including the separate jobsites for Contractor's joint venture partners: Webcor and Obayashi. A copy of our Substance Abuse Policy which includes testing with reasonable cause, is available for review at any Contractor's jobsite or corporate office. In summary, any employee or Subcontractor's employee found to possess, sell, or use drugs/alcohol or any controlled substance at any Contractor jobsite will be subject to immediate termination even for a first violation. It is the responsibility of all employees and Subcontractors to enforce this policy, including immediate termination of any individual found possessing, selling, or using drugs/alcohol while on a Contractor jobsite and reporting same to the President. THERE WILL BE NO EXCEPTION TO THE ABOVE ESTABLISHED POLICY.

NOTE TO SUBCONTRACTORS: Any employee of a Subcontractor working on a Contractor project found to possess, sell, or use drugs/alcohol will be immediately discharged from the jobsite. Any incident with your employees in this regard can be detrimental to your continued relationship with Contractor, including each joint venture partner.

18.3 Subcontractor agrees to comply with the current California Occupational Health & Safety Act. Subcontractor additionally agrees to comply with Proposition 65 regarding warnings and use of chemicals at the jobsite and to not discharge or cause to be discharged any chemical on the premises during the course of his work or cleaning of his equipment at the jobsite.

18.4 Subcontractor shall provide their injury prevention program (IPP) to Contractor at the start of the job and have weekly toolbox safety meetings with their workers and turn in copies of these reports to Contractor on a timely basis.

18.5 Subcontractor will provide all necessary personal safety equipment, including hard hats for his workers. Lost time due to Subcontractor's workmen being sent off the jobsite because of lack of safety equipment will not be a reason for not meeting the Contractor's schedule. Subcontractor's workmen causing unsafe conditions or engaging in unsafe work practices will not be tolerated and may be sent off the jobsite at the discretion of the Contractor. Subcontractor will report to Contractor all accidents to or by Subcontractor's personnel or equipment which occur at this jobsite. Copies of accident reports will be given to Contractor within 24 hours of the occurrence.

SECTION 19. WARRANTY

19.1 Subcontractor warrants to Owner and Contractor that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this Section 19 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

SECTION 20. USE OF CONTRACTOR'S EQUIPMENT

In the event Subcontractor shall use Contractor's equipment, materials, labor, supplies or facilities, Subcontractor shall reimburse Contractor at a predetermined rate, except as provided in Section 14 or as otherwise stated herein. Further, Subcontractor assumes all responsibility for physical damage to such equipment, materials, labor, supplies, or facilities used by Subcontractor or his agents, employees, or permittees. In the event that Contractor's employees are used by Subcontractor, Subcontractor shall have full responsibility for all acts or omissions of Contractor's employees with regard to Subcontractor's use or employment of them. Subcontractor accepts any and all of Contractor's equipment, materials, labor, supplies or facilities as furnished.

20.1 Notwithstanding any provision of the construction contract or any bid document to the contrary, if at the request of Subcontractor, Contractor permits Subcontractor personnel to use Contractor's equipment such as hoisting equipment, safety planks, ladders, and scaffolds, Subcontractor will indemnify Contractor and hold Contractor harmless from any and all liability, claims, actions, demands, damages, and expenses, including without limitation, reasonable attorneys' fees arising out of injury to persons or property in any connected with such use of Contractor's services, facilities, or equipment.

SECTION 21. ASSIGNMENT OF CONTRACT

Subcontractor shall not, without written consent of Contractor, assign, delegate, subcontract, transfer, or sublet any portion or part of the work required by this Agreement, nor assign any payment hereunder to others.

SECTION 22. INDEPENDENT CONTRACTOR

Subcontractor is an independent contractor and shall, at his sole cost and expense, and without increase in the Contract Price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; obtain all necessary permits and licenses therefore, pay all manufacturers' taxes, sales taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries, or other remunerations paid to Subcontractor's employees. Subcontractor, upon request, shall furnish evidence satisfactory to Contractor that any or all of the foregoing obligations have been fulfilled.

SECTION 23. CLEAN-UP

At all times during the course of construction, Subcontractor shall perform his work so as to maintain the site in a clean, safe and orderly condition. Upon completion of the work under this Agreement, Subcontractor shall remove from the site all hazardous materials, temporary structures, debris and waste incident to his operation and clean all surfaces, fixtures, equipment, etc., relative to the performance of this Agreement.

23.1 Subcontractor will be required, at all times, to keep the premises free from accumulation of waste materials or rubbish caused by its operations and the operations of its Lower-Tier Subcontractors. If Subcontractor fails to comply within 24 hours of a warning by the Contractor Superintendent, the clean-up will be performed by Contractor and charged to the Subcontractor. No debris boxes will be provided for Subcontractor use.

SECTION 24. ATTORNEYS' AND EXPERTS' FEES AND COSTS

In the event the parties become involved in litigation or arbitration with each other arising out of this Agreement or other performance thereof in which the services of an attorney or other expert are reasonably required, the prevailing party shall be fully compensated for the cost of its participation in such proceedings, including the cost incurred for costs, attorneys' fees and experts' fees. Unless judgment goes by default, the attorneys' fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorneys' fees actually incurred in good faith, regardless of the size of a judgment, it being the intention of the parties to fully compensate for all costs, attorneys' fees and experts' fees paid or incurred in good faith.

SECTION 25. SPECIAL PROVISIONS

25.1 Unless otherwise directed, Subcontractor agrees to send all materials and correspondence directly to the **job site** and not to the main office in San Mateo.

25.2 Subcontractor agrees to submit Certificates of Insurance as evidence of insurance coverage to the Contractor directly.

25.3 Subcontractor will provide a warranty for its work, in accordance with the contract documents, on the form attached hereto as Exhibit "B". The duration of the warranty will be for a minimum period of two years unless a longer period is noted in the contract documents, in which case the longer period will apply. The start date of the warranty will commence on the date of substantial completion of the project and specific acceptance of the work performed under this subcontract. This warranty is in addition to the other remedies Contractor has under this Contract and California law.

25.4 Subcontractor agrees to attend weekly construction coordination meetings at the jobsite.

25.5 Unless expressly stated otherwise in the Contract Documents, the Contract price shall include all governmental agency fees, testing fees, licensing fees, individual trade permit fees, and all applicable sales and use taxes.

25.6 Scope shall include all unloading and hoisting of Subcontractor's own material and equipment.

25.7 Scope shall include scaffolding, high reach equipment, or platforms, as required to execute this subcontract.

25.8 Subcontractor includes complete coordination with other trades. No additional monies will be paid for extra work caused by lack of coordination.

25.9 Subcontractor includes shop drawings and submittals as required for all its work as specified by the contract documents or other applicable standards.

25.10 Subcontractor is required to submit, in writing, any Lower-Tier Subcontractors for approval by Contractor.

25.11 All deliveries of materials to the jobsite shall be cleared with the Contractor's superintendent (minimum 48 hours notice) with respect to date, time, and unloading or storage location.

25.12 The scope of work of this subcontract shall include all work reasonably inferable for work of this nature whether specifically shown or referenced in the contract documents.

25.13 This Subcontract shall be covered by the law of place where the project is located.

25.14 Prevailing Wage/Certified Payroll, and Apprentice Requirements: All persons performing labor on this Project will be paid not less than the highest prevailing rate of wages for the labor so performed as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and when federal funds are involved, the current General wage Determination Decisions, as determined by the U.S. Secretary of Labor . Subcontractor shall provide certified payroll reports on a weekly basis with respect to all persons performing labor on the Project, and shall require its subcontractors to fulfill this same requirement. Subcontractor shall also comply with the requirements of the State Apprenticeship Program and San Francisco Administrative Code, section 6.21(o). See Prime Contract (Document 00520) Article 8 and General Conditions (Section 00 07 00) Article 11. Subcontractor shall indemnify Contractor for any penalties incurred as a result of Subcontractor's failure to fulfill these requirements.

25.15 False Claims and Other Violations: Under San Francisco Administrative Code section 6.22M, any Subcontractor or supplier who fails to comply with the terms of the Prime Contract as applies to their respective scopes of work, who violates any provisions of San Francisco Administrative Code Chapter 6, who submits false claims, or who violates against any governmental entity a civil or criminal law relevant to its ability to perform under or comply with the terms and conditions of this Agreement, may be declared an irresponsible bidder and debarred according to the procedures set forth in San Francisco Administrative Code section 6.80, et seq.

(i) Subcontractor warrants that it shall, prior to submittal to Contractor, thoroughly analyze all payment applications, change order requests, claims and statements in support thereof and by its submission of same certifies that all information therein is true and accurate to the best of Subcontractor's knowledge and belief. Subcontractor is also directed to the claim certification requirements set forth in Section 13.02(C) of the General Conditions (Document 00 07 00) of the Prime Contract for this Contract which shall apply to Subcontractor and its lower tier Subcontractors/Suppliers with respect to submission of claims in the same manner that Contractor is required to certify its claims to the Owner.

(ii) A Subcontractor or Supplier who submits a false claim may be subject to monetary penalties, investigation, and prosecution as set forth in San Francisco Administrative Code section 6.80, et seq., California Government Code Section 12650, et seq., and the Federal False Claims Act.

(iii) Subcontractor shall indemnify Contractor to the maximum extent afforded under applicable law against any losses or liabilities arising out of or in connection with Subcontractor's violation of the applicable laws related to the submission of false claims as set forth in subparagraph A, above.

25.16 Earned Income Credit (EIC) Forms. San Francisco Administrative Code Chapter 12O requires that employers provide their employees with IRS Form W-5 (the Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below.

(i) Subcontractor shall provide EIC Forms to each Eligible Employee at each of the following times: (a) within thirty days following the date on which this Subcontract becomes effective (unless Subcontractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (b) promptly after any Eligible Employee is hired by Subcontractor; and (c) annually between January 1 and January 31 of each calendar year during the term of the Subcontract.

(ii) Failure to comply with any requirement contained in subparagraph (i) above shall constitute a material breach by Subcontractor of the terms of this Subcontract. If, within twenty-five days after Subcontractor receives notice of such a breach, Subcontractor fails to cure such breach or, if such breach cannot reasonably be cured within such period, Subcontractor fails to commence such cure to completion, Contractor may pursue any rights or remedies available under this Subcontract or applicable law.

(iii) Any subcontract entered into by Subcontractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this Section 25.16.

25.17 Assignability of Subcontracts. All lower tier subcontracts and purchase agreements of suppliers and lower-tier suppliers shall provide that they are freely assignable to the Contractor and/or the TJPA.

25.18 Audit. Contractor reserves its right to review, obtain copies of, and audit any and all of Subcontractor's financial information and documents concerning the project and any associated jobsite or home office overhead expenses.

25.19 Mutual Waiver of Consequential Damages. Contractor and Subcontractor mutually waive claims against each other for incidental or consequential damages arising out of relating to the Subcontract. This mutual waiver includes, but is not limited to, all damages for principal office expenses including the compensation of personnel, for losses of revenue (including profit), financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. Liquidated damages imposed by the TJPA against Contractor are direct damages and nothing contained in this Section shall preclude an award of liquidated damages, when applicable, in accordance with the terms and conditions of the Contract Documents.

CONTRACTORS, INCLUDING SUBCONTRACTOR AND LOWER-TIER SUBCONTRACTORS, ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD, WHOSE ADDRESS IS:

Contractor's State License Board
Post Office Box 26000
Sacramento, CA 95826

Dated: _____ Dated: _____

CONTRACTOR SUBCONTRACTOR

WEBCOR/OBAYASHI JOINT VENTURE

By:_____ By:_____
(Signature – Webcor) (Signature)

Printed Name:_____ Printed Name:_____

Title:_____ Title:_____

By:_____

(Signature – Obayashi)

Printed Name:_____

Title:_____

951 Mariners Island Blvd. 7th floor
San Mateo, CA 94404
Contractor's License No.: 928731A, B, C-8

Address
City, State, Zip:
Contractor's License No.: _____

WARRANTY

WARRANTY to **Transbay Joint Powers Authority**
(Owner Name)
201 Mission, Suite 2100, San Francisco, CA
(Owner Address)

We hereby warrant and guarantee that the _____
(Description of Work)

which we have installed at Transbay Transit Center has been done in strict accordance with the plans and specifications, and that the work installed will fulfill the requirements of those specifications.

We agree to repair or replace, or cause to be repaired or replaced, any or all of the work which may prove to be defective in workmanship or materials, together with any adjacent work which required repair or replacement because of our defective work within a period of _____ year(s) from the filing of the Notice of Completion on all improvements, or acceptance by the Owner of the building, whichever is later.

If we fail to commence to comply with the above paragraph within ten (10) days after receipt of written notice, or fail to pursue such compliance with diligence, we jointly, and severally, do hereby authorize the Owner or the General Contractor to proceed to have the defects repaired and made good at our sole expense, and we will honor and pay the costs and charges for it together with interest at the maximum rate permitted by law upon demand. If we fail to fulfill the preceding obligations, and if Owner or General Contractor bring an action to enforce this Warranty, we agree to pay Owner or General Contractor reasonable attorney's fees incurred in connection therewith.

SUBCONTRACTOR:	CONTRACTOR:
_____	WEBCOR/OBAYASHI JOINT VENTURE
BY: _____	BY: _____
DATE: _____	DATE: _____
LICENSE NO. _____	LICENSE NO. 928731A, B, C-8

LOCAL REPRESENTATIVE TO BE CONTACTED FOR SERVICE:

NAME: _____

ADDRESS: _____

TELEPHONE: _____

Exhibit C

LIEN RELEASES

Form Number	Form Title
1034	Conditional Waiver and Release Upon Progress Payment
1035	Unconditional Waiver and Release Upon Progress Payment
1036	Conditional Waiver and Release Upon Final Payment
1037	Unconditional Waiver and Release Upon Final Payment

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from **Webcor/Obayashi Joint Venture**
(Maker of Check)

in the sum of $ _____ payable to _____ and
(Your Customer)

when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of Transbay Joint Powers Authority located at
(Owner)

Transbay Transit Center 425 Mission Street San Francisco, California to the following extent. This
(Job Description)

release covers a progress payment for labor, services, equipment or material furnished to **Webcor/Obayashi Joint Venture** through _____
(Date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. The undersigned warrants that he (she/it) has reviewed the job files and has queried his (hers/its) on job personnel, suppliers, subcontractors, and any other potential lienor and, as of the date of this lien release, warrants that he (she/it) is unaware of any changes in the work, extra or any claim that is not covered by this release. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: _____ _____
(Company Name)

Transbay Transit Center By: _____

_____
(Title)

NOTE: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of $_____ for labor, services, equipment or material furnished to **Webcor /Obayashi Joint Venture** on the job of Transbay Joint Powers Authority located at
(Your Customer) *(Owner)*
Transbay Transit Center 425 Mission Street San Francisco, CA and does hereby release any mechanic's lien,
(Job Description)
stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to **Webcor /Obayashi Joint Venture**
(Your Customer)
through _____ only and does not cover any retention retained before or
(Date)
after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. The undersigned warrants that they have reviewed the job files and have consulted with their on job personnel and, as of the date of this lien release, are unaware of any change in work or any claim that is not covered by this release.

Dated: _____ _____
(Company Name)

Transbay Transit Center By: _____

_____
(Title)

"NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM."

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from **Webcor/Obayashi Joint Venture**
(Maker of Check)

in the sum of **$** _____ payable to _____
(*Amount of Check)* *(Payee or Payees of Check)*

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of Transbay Joint Powers Authority
(Owner)

located at Transbay Transit Center 425 Mission Street San Francisco, California.
(Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work in the amount of **Zero ($0.00).** Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned. The undersigned warrants that they have reviewed the job files and have consulted with their on job personnel and, as of the date of this lien release, are unaware of any change in work or any claim that is not covered by this release.

Dated: _____ _____
(Company Name)

Transbay Transit Center By: _____

_____
(Title)

NOTE: This document has important legal consequences; legal consultation with an attorney is encouraged with respect to its use or modification.

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full for all labor, services, equipment or material furnished to **Webcor/Obayashi Joint Venture** on the job of Transbay Joint Powers Authority
(Your Customer) *(Owner)*

located at Transbay Transit Center 425 Mission Street San Francisco, California
(Job Description)

and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of $ Zero(0.00). The undersigned warrants that they have reviewed the job files and have consulted with their on job personnel and, as of the date of this lien release, are unaware of any change in work or any claim that is not covered by this release.

Dated: _____ _____
(Company Name)

Transbay Transit Center By: _____

_____
(Title)

"NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM."

Exhibit D

SAMPLE CERTIFICATE OF INSURANCE
AND ADDITIONAL INSURED ENDORSEMENT

Form Number	Form Title
ACCORD 25	Certificate of Liability Insurance
CG 201 10 11 85	Additional Insured - Owners, Lessees or Contractors (Form B) - Commercial General Liability
WC 04 03 06	Waiver of Our Right to Recover from Others Endorsement

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER
ANY AGENT OR BROKER
ADDRESS, CITY STATE, ZIP
PHONE/FAX

SAMPLE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: XYZ INSURANCE COMPANY (RATED A- VIII OR BETTER BY AM BEST)	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
ABC SUBCONTRACTOR
ADDRESS
CITY, STATE ZIP

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PROJECT [ ] LOC	XYZ 1234567			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	XYZ 1234567			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	XYZ 1234567			EACH OCCURRENCE AGGREGATE	$ $
A		WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XYZ 1234567			[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ $ $ $
A		OTHER POLLUTION LIABILITY PROFESSIONAL LIABILITY	XYZ 1234567 XYZ 1234567				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: Transbay Transit Center Building.

CERTIFICATE HOLDER

Webcor/Obayashi Joint Venture
951 Mariners Island, 7th Floor
San Mateo, CA 94404-2514

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE
John Doe

© ACORD CORPORATION 1988

POLICY NUMBER: XYZ 1234567 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provide under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	WEBCOR/OBAYASHI JOINT VENTURE, Its Officers, Directors and Employees
AND	TRANSBAY JOINT POWERS AUTHORITY, its Board Members and Commissions, All Authorized Agents and Representatives, and Members, Directors, Officers, Trustees, Agents and Employees of Any of Them.
RE:	TRANSBAY TRANSIT CENTER BUILDING.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that Insured by or for you.

If required by your agreement with such insured, this insurance shall be primary insurance for such Insured. If anyone also provides similar insurance for such Insured, then that insurance will be primary, and this insurance will be excess over, or secondary to that insurance.

"The insurance afforded by this policy for the additional insured(s) is primary insurance and any other insurance maintained by or available to the additional Insured(s) is non-contributory."

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. XYZ 1234567

Issued to: ABC SUBCONTRACTOR

By: XYZ INSURANCE COMPANY

Premium (if any) TBD

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
WEBCOR/OBAYASHI JOINT VENTURE, Its Officers, Directors and Employees AND TRANSBAY JOINT POWERS AUTHORITY, its Board Members and Commissions, All Authorized Agents and Representatives, and Members, Directors, Officers, Trustees, Agents and Employees of Any of Them.	TRANSBAY TRANSITY CENTER BUILDING.

WC 04 03 06
(Ed. 4-84)

Countersigned by John Doe
Authorized Representative

Exhibit E – LEED Subcontractor Submission Letter & DATA sheet

Transbay Transit Center
Webcor/Obayashi Joint Venture
183 Fremont Street
San Francisco, CA 94105
T 415-978-5700

To Whom It May Concern:

In our efforts to complete LEED Documentation for the Transbay Transit Center Project we will need the following information provided on your official company letter head:

1. Company Name & Contact information
2. Contract Value
3. Scope of work included in Contract with specific Division and Sections listed
4. List of all materials included in the contract with actual material costs and the total weight value of each material .
5. Recycled content (post-consumer and Pre-consumer) percentages for each material from CSI MasterFormat 2004 Edition divisions 3-10, 31 (Section 31 60 00 Foundations)and 32 (Sections 32 10 00 Paving, 32 30 00 Site Improvements and 32 90 00 Planting). Please provide cut sheets of each material with the recycled content values posted.
6. Please note the location of material extraction and material manufacturing. Specifically, we are looking for those materials that were both extracted and manufactured within 500 miles of the jobsite. If you are sure that your materials do not comply as Regional Material, please note that the material does not comply with this credit.
7. If you provided any of the following materials in your scope of work, please provide the specific material information in form of MSDS sheet that includes VOC content: adhesives, sealants, coatings, paints, carpet systems, etc.

Please see the sample letter and reporting spreadsheet to complete your LEED Submissions. If you have any questions or concerns, please contact Webcor/Obayashi Joint Venture Document Control. If there is any information that you are not able to track down please let us know. We are here to support your efforts.

Kindest Regards,

Webcor/Obayashi Joint Venture Transbay Transit Center Project Team

July 30, 2010

[Type the sender address]
Phone: **[Type the sender phone number]**

Document Control
Transbay Transit Center
Webcor/Obayashi Joint Venture
183 Fremont Street
San Francisco, CA 94105

[Date]

To: Webcor/Obayashi Joint Venture,

Please find the following information regarding the scope of work that [subcontractor name] provided to the [project name] in [project location].

1. The total contract value of our work is **$**_____
2. Scope of work (Division/Section): _____
3. List of Materials included in contract:
   a. (total weight): _____**(lbs.)**
   b. (total material cost): _____**($)**
4. Post Consumer Recycled content for each material (%):
   Material Name: _____
   Recycled content %: _____
5. Pre Consumer (or Post Industrial) Recycled content for each material (%):
   Material Name: _____
   Recycled content %: _____
6. Location of Extraction for each material: _____
   Location of Manufacturing for each material: _____
7. VOC Content for each material: _____
   (only required for adhesives, sealants, coatings, paints, carpet systems)

Thank you,

_____

[Sender Name]
[Sender Title]
[Sender Company Name]
[Date signed]

Material Cost Data Sheet

Project Name:

Subcontractor Name:

Total Contract Value:

Official Product Name	Material Manufacturer	Division# and Section #	Actual Material Cost (total)	Total weight of material purchased (lbs)	Post Consumer Recycled Content %	Pre Consumer Recycled Content %	Location of material extraction	Location of material manufacturing	VOC content (if applicable)	FSC Chain of Custody Number (if applicable)

EXHIBIT F - BIM Breakdown Sheet

Trade Contractor Name: _____

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)
Building Element		**Activity**		**Quantity**	**Unit**	**Material**		**Labor**										
UniFormat Classification		MasterFormat Code	Name			Material Cost	Waste Factor	Specific Labor Rate, $/HR includes misc small tools				Crew Composition, Qty				Blended Crew Hourly Unit Rate	Labor Consumption Rate Hours / Unit	Waste Factor
						$/unit	%	Labor Type #1	Labor Type #2	Labor Type #3	Etc.	Labor Type #1	Labor Type #2	Labor Type #3	Etc.	Total Crew Cost Per Hour / No. of Men on Crew	Labor Hours / Unit = 1/productivity	%
UniFormat coding organizes data logically by system and assemblies (Example: A2010.10)	Concise Name of Building Element.	MasterFormat coding organizes info by construction activity (Example: 31.53.13)	The individual tasks that can be performed by the installing trade contractor without interruption from other trades. Listed activities should coincide with activies included with a subcontractor's detailed project schedule.	Defining measurable unit and associated quantity for each work activity		Cost per unit of material	Excess material required to complete work	Labor rate for each labor type required for the activity. (Add columns as necessary)				Define quantity for each labor type for each activity. (Add columns as necessary)				Cost averaged hourly rate per person on crew	Consumption is the inverse of Labor Productivity Rate (productivity = units / hour). Units need to match column "f" units.	Consumption rate adjustment for specific working
UniFormat Classification from Bid Form - xxxx.xx	Item Description/ Element Name on Bid Form	xx.xx.xx xx.xx.xx xx.xx.xx	Work Activity 1 Work Activity 2 Etc.															
UniFormat Classification from Bid Form - xxxx.xx	Item Description/ Element Name on Bid Form	xx.xx.xx xx.xx.xx xx.xx.xx	Work Activity 1 Work Activity 2 Etc.															
UniFormat Classification from Bid Form - xxxx.xx	Item Description/ Element Name on Bid Form	xx.xx.xx xx.xx.xx xx.xx.xx	Work Activity 1 Work Activity 2 Etc.															
UniFormat Classification from Bid Form - xxxx.xx	Item Description/ Element Name on Bid Form	xx.xx.xx xx.xx.xx xx.xx.xx	Work Activity 1 Work Activity 2 Etc.															
UniFormat Classification from Bid Form - xxxx.xx	Item Description/ Element Name on Bid Form	xx.xx.xx xx.xx.xx xx.xx.xx	Work Activity 1 Work Activity 2 Etc.															
UniFormat Classification from Bid Form - xxxx.xx	Item Description/ Element Name on Bid Form	xx.xx.xx xx.xx.xx xx.xx.xx	Work Activity 1 Work Activity 2 Etc.															
UniFormat Classification from Bid Form - xxxx.xx	Item Description/ Element Name on Bid Form	xx.xx.xx xx.xx.xx xx.xx.xx	Work Activity 1 Work Activity 2 Etc.															
UniFormat Classification from Bid Form - xxxx.xx	Item Description/ Element Name on Bid Form	xx.xx.xx xx.xx.xx xx.xx.xx	Work Activity 1 Work Activity 2 Etc.															
UniFormat Classification from Bid Form - xxxx.xx	Item Description/ Element Name on Bid Form	xx.xx.xx xx.xx.xx xx.xx.xx	Work Activity 1 Work Activity 2 Etc.															
UniFormat Classification from Bid Form - xxxx.xx	Item Description/ Element Name on Bid Form	xx.xx.xx xx.xx.xx xx.xx.xx	Work Activity 1 Work Activity 2 Etc.															
UniFormat Classification from Bid Form - xxxx.xx	Item Description/ Element Name on Bid Form	xx.xx.xx xx.xx.xx xx.xx.xx	Work Activity 1 Work Activity 2 Etc.															

EXHIBIT F - BIM Breakdown Sheet

Trade Contractor Name: _____

(a)	(b)	(c)	(d)	(t)	(u)	(v)	(w)	(x)	(y)	(z)	(aa)	(bb)	(cc)	(dd)	(ee)	(ff)	(gg)	(hh)	(ii)	(jj)
Building Element		**Activity**		**Equipment**							**Subtotals**									**Total**
UniFormat Classification		MasterFormat Code	Name	Equipment Rate, $/HR Unit Price / Hour			Equipment Consumption Rate Hours / Unit			Waste Factor	Material $	OH&P %	Total Material $	Labor $	OH&P %	Total Labor $	Equip $	OH&P %	Total Equip $	$
				Equipment Type 1	Equipment Type 2	Etc.	Equipment Type 1	Equipment Type 2	Etc.	%	(e) * (g)		(aa) * [1 + (bb)]	(e) * (r) * (q) * [1 + (s)]		(dd) * [1 + (ee)]	(e) * (w) * (t) * [1 + (z)]		(gg) * [1 + (hh)]	(cc) + (ff) + (ii)
UniFormat coding organizes data logically by system and assemblies (Example: A2010.10)	Concise Name of Building Element.	MasterFormat coding organizes info by construction activity (Example: 31.53.13)	The individual tasks that can be performed by the installing trade contractor without interruption from other trades. Listed activities should coincide with activies included with a subcontractor's detailed project schedule.	Define the type(s) of equipment for each work activity			Consumption is the inverse of Equipment Productivity Rate (productivity = units / hour). Units need to match column "t" units.			Consumption rate adjustment for specific working conditions										
UniFormat Classification from Bid Form - xxxx.xx	Item Description/ Element Name on Bid Form	xx.xx.xx	Work Activity 1								$ -	%	$ -	$ -	%	$ -	$ -	%	$ -	**$0**
		xx.xx.xx	Work Activity 2								$ -	%	$ -	$ -	%	$ -	$ -	%	$ -	**$0**
		xx.xx.xx	Etc.								$ -	%	$ -	$ -	%	$ -	$ -	%	$ -	**$0**

Exhibit G

SUBCONTRACTOR PAYMENT REQUISITION

Form Number	Form Title
1030	Subcontract Progress Billing Invoice
1030A	Schedule of Values
1031	Subcontractor Final Retention Invoice
1031A	Schedule of Values Retention Release

Subcontractor Progress Billing Invoice

Send invoice to: (Choose one option)

1. **EMAIL:** ap@webcor.com
2. **FAX:** 650-524-6174
3. **MAIL:** 951 Mariners Island Blvd. 7th Floor Attn: AP San Mateo, CA 94404-1561

Billing Information		***Subcontractor Contact Information***	
Owner Pay App NO.		Subcontractor Name:	
Vendor Number		Remittance Address:	
Webcor/Obayashi Joint Venture Subcontract Number:		City, State, Zip:	
Webcor/Obayashi Joint Venture Job Number:	30100.XX	Contact Name:	
Job Name:	Transbay Transit Center	Contact Email Address:	
Pay App Number:		Contact Phone Number:	
Invoice Number:		Contact Fax Number	
Invoice Date:		Print Signer's Name and Title:	
Sub Job Number:			
Period From:		**Signature**	
Period To:		**Date Signed**	

The following invoice covers work completed through the last day of _____

Original Contract Amount:		
Executed Change Orders (SCO) thru SCO No:		
Total Revised Contract Amount:		
Gross Amount Complete to Date %		
Less Gross Amount Previously Invoiced:		
Current Gross Billing Amount:		
Less Current Retention:		
Current Net Amount:		

Webcor/Obayashi Joint Venture Approvals below this line

Schedule of Values

Sub:
Sub No.:

Transbay Transit Center

Sub Application Number:
Invoice Date:
Webcor/Obayashi Joint Venture Job No: 30100.XX

In tabulations below, amounts are stated to nearest dollar

Period From:
Period To:

A			B	C	D	E	F	G	H	I	J
Item No.	CSI Division	Spec Section	Description of Work	Scheduled Value	Previous Application	Work Completed This Application		Total To Date (C+D+E)	% (F/B)	Balance To Finish (B-F)	Retention To Date
						In Place	Stored				
1											
2											
3											
4											
5											
6											
7											
8											
			Sub Total								
PCO #	CSI Division	SCO No.	Approved Change Orders								
			Total Change Orders								
			Grand Total								

Subcontractor Final Retention Invoice

Send invoice to:
EMAIL: ap@webcor.com
FAX: 650-524-6174
MAIL: 951 Mariners Island Blvd. 7th Floor Attn: AP San Mateo, CA 94404-1561

Billing Information

Vendor Number (Webcor/Obayashi Use Only) _____

Invoice Number: RETENTION:

Invoice Date: _____

Webcor/Obayashi Subcontract Number: _____

Webcor/Obayashi Job Number: 30100.XX

Job Name: _____

Transbay Transit Center

_____

_____

Subcontractor Contact Information

Subcontractor Name: _____

Remittance Address: _____

City, State, Zip: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____

Contact Fax Number _____

Print Signer's Name and Title: _____

Signature & Date _____

Date Signed

The following invoice covers work completed through the last date of _____ (Month), _____ (Year):

Contract Amount:		$ -
Executed Change Orders (SCO) thru SCO No:	_____	$ -
Total Revised Contract Amount:		$ -
Gross Amount Complete to Date % (_____ %)		$ -
Less: Total Net Amount Previously Billed:		$ -
Total Amount Due:		$ -

****

For Webcor / Obayashi Use only

Schedule of Values Retention Release

Sub:
Sub No.:

Transbay Transit Center

Sub Application Number:
Invoice Date:
Webcor/Obayashi Joint Venture Job No: 30100.XX

In tabulations below, amounts are stated to nearest dollar

Period From:
Period To:

A			B	C	D	E	F	G	H	I	J
Item No.	CSI Division	Spec Section	Description of Work	Scheduled Value	Previous Application	Work Completed This Application		Total To Date (C+D+E)	% (F/B)	Balance To Finish (B-F)	Retention To Date
						In Place	Stored				
1											
2											
3											
4											
5											
6											
7											
8											
			Sub Total								
PCO #	CSI Division	SCO No.	Approved Change Orders								
			Total Change Orders								
			Grand Total								

TRANSBAY TRANSIT CENTER

Site Specific Safety Program
Revision 0

July 30, 2010

WEBCOR/OBAYASHI JOINT VENTURE
SAN FRANCISCO, CA

EXHIBIT H

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WEBCOR/OBAYASHI STATEMENT ON SAFETY

It is the policy of Webcor/Obayashi to provide employees a safe place to work. The personal safety and health of each employee of this company is of prime importance. The prevention of accidents and injury will be given precedence over operating productivity whenever necessary. To the greatest degree possible, management will provide facilities required for personal safety and health.

Our objective is a program that will reduce the number of injuries to a minimum and to surpass the best experience of other operations similar to ours. Our goal is zero accidents and injuries.

Our policy will be implemented as follows:

- Management intends to develop policies and procedures that will assist in the control of personal injury, property losses, and fleet damage. Direct and indirect costs associated with these types of losses contribute unfavorably to operating expenses. These policies and procedures will be reviewed and updated as needed.

- Safety is the direct responsibility of all management personnel. Safety is of prime importance to production and quality.

- Safety on the job in all company facilities and job sites is a priority. In no instance will safety become secondary to any other considerations. Any recognized safety activity or hazard will be corrected.

- It is mandatory that all personnel engaged in work on this project comply with all Federal, State and Local safety codes and regulations throughout the duration of their construction on this project.
- Each site will have a supervisor available to support the safety effort.

- Each supervisor and employee will be assigned various levels of safety responsibility and authority. All employees will be held accountable for the safety policy.

- An established system of communication, measurement, and documentation exists throughout the company.

A Safety Committee is in place to formulate and update the company safety program and policies. This committee operates under the supervision of management.

HEALTH AND SAFETY COMMUNICATIONS

Orientation
This training will contain required elements stipulated by Webcor/Obayashi code of safe work practices.

The Webcor/Obayashi site-specific safety orientation will be approximately one half (1/2) hour to 45 minutes in duration. The orientation includes a discussion on site protocol, evacuation procedures and a description of the logistics of the site. Subcontractors are required to provide other task specific orientations as needed.

Click Safety Program
Project: Transbay Transit Center
Notification of Online Contractor Safety Training Initiative

Webcor/Obayashi and ClickSafety have partnered to create a web-based Contractor Safety orientation course for the Transbay Transit Center. All contractors requiring access to the Transbay Transit Center project must complete the Safety Passport orientation-training course online through ClickSafety. This course addresses site-specific safety expectations/requirements that you and your employees are expected to understand and comply with while working on the premises.

Project Requirements:
ClickSafety is the leading provider of web-based safety and risk management systems for the Construction Industry. ClickSafety will be providing the online training and tracking system used to deliver safety orientation. You will be required to have **ALL** your employees successfully complete the online Safety Passport Orientation and project specific training through the ClickSafety system prior to their arrival onsite. The average employee should take **30 minutes** to complete the Safety Passport and 15 minutes for project specific training. The course will be available in both English and Spanish.

Project Fees:
The fee structure for ClickSafety services is a ……***$100 annual fee per user.**
*Prorate will apply to those that begin the training after Q1 of the current year.

The prorate schedule is as follows:

January 1 – March 31	*$100*	*Valid January - December 2010*
April 1 – June 30	*$75*	*Valid April 1 – December 2010*
July 1 – September 30	*$50*	*Valid July 1 – December 2010*
October 1 – December 31	*$25*	*Valid October 1 – December 2010*

ClickSafety Account Setup, User Registration and Implementation:

Step 1: Go to the project page www.clicksafety.com/projectname
Step 2: Create a company account. **If you already have an account with ClickSafety, you will still need to register your existing account for this project.** Click on the 'Company' tab above the 'User' Step 1 on the home page, and then click on '**Register Company'.**
Step 3**:** Assign Safety Passport Core Orientation (annual training) along with site specific training.
Step 4: Prepay for employee training with a credit card and create an access code.
Step 5: Direct all employees to the project page to self-register with your access code and complete training prior to arrival at the jobsite.

For general information about this project or registration assistance, please contact:
ClickSafety Support at (925) 855-SAFE (7233) ext. 629 - cshelp@clicksafety.com

A ClickSafety representative is available to answer any of your questions about this program. The ClickSafety program administrator is: Christina Parkin, Account Manager, (925) 208-2618, Email: cparkin@clicksafety.com.

Should you have specific questions regarding the project or safety requirements, you may contact:

Lindsay Miller
Safety Engineer
Webcor/Obayashi
T 510-476-2589 **C** 650-288-8034
Lindsay@webcor.com

We appreciate your attention in this matter and look forward to a continuing and successful business relationship.

Disclaimer:
ClickSafety and Webcor/Obayashi make this training material available with the understanding that users exercise their own skill and care with respect to its use. It is the duty of each employer as specified in the Occupational Safety and Health Act of 1970 (P.L. 91-596) to furnish to each of his employees employment and a place of employment which is free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees and must comply with the applicable occupational safety and health standards adopted for his / her type of work. In addition, each employee must comply with occupational safety and health standards and all rules, regulations, and orders which are applicable to his or her own actions and conduct.

Project Staffing Requirements
Every subcontractor shall employ a full time designated safety person (DSP) to coordinate project safety requirements whenever 20 or more employees are working on site, including tiered subcontractors employees. In addition for every additional 40 employees a DSP is required for each subcontractor and/or subcontractor tiered employees. The designated safety person (DSP) are subject to Webcor/Obayashi's approval and may be removed at any time with or without cause and replacement personnel provided at the subcontractor's/employer's expense. The DSP shall be knowledgeable in occupational health and safety requirements and shall have attended the OSHA 30 hour training program as a minimum requirement. The DSP shall attend weekly safety meetings conducted by Webcor/Obayashi's site safety manager to discuss safety related issues on the project. The DSP shall have no other duties than full time safety.

Jobsite Safety Observations/Audits
Webcor/Obayashi project management will perform jobsite safety observations/audits. Superintendents should perform documented daily safety audits. Project Managers and Project Engineers should perform documented weekly safety audits. SafeSiteOne should be used to document safety inspections

SafeSiteOne Safety Inspection Program
Daily safety inspections using SafeSiteOne are required for all Subcontractors performing labor at the jobsite. SafeSiteOne is a Web-based safety software product that is used by Webcor/Obayashi to document, track and analyze daily job site safety performance. A version of the product has been designed to provide Webcor/Obayashi subcontractors with an easy to use feature set delivering new safety

process efficiencies, safety performance tracking and a convenient, cost-effective means to comply with Webcor/Obayashi subcontractor safety documentation and reporting requirements. A job site safety inspection form and accident form are provided for subcontractors to document their own work area safety inspections and worker accident and injury information for automated distribution to Webcor/Obayashi eliminating the time and cost burdens of maintaining separate manual processes for documentation, reporting and data distribution. Accident and safety violation tracking tools in the way of data tables and charts displayed on an information Dashboard are provided for subcontractors to monitor their job site safety performance, identify and respond to trends and indicators and continuously improve their safety strategies. Using the product, subcontractors can view all job site safety violations to which they are assigned by Webcor/Obayashi during Webcor/Obayashi site safety inspections and be able to respond and track their closure. Subcontractors will be able to track their own safety records relative to the performance of all subcontractors on the job site providing an ongoing assessment and identifying accomplishments of their safety performance. ***Subcontractors shall include $75.00 per month to cover the costs of the SafeSiteOne Product.***

Additional features, forms and product customizations can be made available to subcontractors by contacting MedicaOne directly at info@medicaone.com or by calling (415)661-7587. More information is also available by visiting the SafeSiteOne Web site at www.safesiteone.com.

Pre-Task Planning/Job Hazard Analysis

Written, detailed Job Hazard Analysis is required, ***at a minimum***, for the following activities:

- Chemicals: hazardous & irritant
- Concrete: pre-cast, tilt up, vertical, form work
- Confined Space
- Hoisting/rigging activities: including cranes, derricks, forklifts, straddle buggies, etc.
- Demolition activities & hazardous materials assessment: asbestos, lead, biohazards or other chemicals in the workplace, as well as general demolition hazards assessment
- All framing activities (including drywall)
- Excavation & trenching
- Fall hazards: exposures 6+ feet, overhead work
- Material handling
- Non-routine activities: activities not performed in the last six months
- Public exposure: phased occupancy, partial demolition, traffic control, etc.
- Scaffolding
- Steel erection
- Start Up/Shut Down/System Testing activities: tool hook up, introduction of process chemicals into systems, utility tie ins, lockout/tag out, work on energized equipment

General Job Hazard Analysis guidelines:

- JHA planning is to be led by the supervisor and documented in writing
- Conducted daily prior to start of work
- All crew members participate (at the job location) in JHA planning and should sign the completed plan
- Should include hazards and precautions identified in work activities
- Should be readily available at the work site (posted and/or placed where crew members have knowledge of its location at the work area)

JHA plans should be reviewed and revised whenever work conditions (or crew membership) change that may affect the ability to safely complete the work.

Incident Reporting/Root Cause Analysis
All incidents and accidents should be immediately reported to Webcor/Obayashi Project Management and fully investigated. Investigation and root cause analysis should be completed to identify the primary reason the incident occurred with an action plan developed to prevent recurrence. Incident Reporting and Root Cause Analysis guidelines are discussed further in the following Appendices.

Safety and Health Training/Information
New workers will be provided with initial training and/or orientation prior to assignment or when assigned to a new task for which training has not been received. Supervisors are expected to be knowledgeable and informed on hazards and safe work practices in their area of responsibility and to coordinate the disbursement of this information to crews. Training will include general area and specific assignment topics. Documentation of required training will be made available to Webcor/Obayashi Project Management and/or Webcor/Obayashi safety upon request. Training, to include refresher training will be provided in accordance with Federal/State OSHA guidelines (Refer to Appendices for additional information on required training). Training may include, but not be limited to:

- Aerial/Boom Lifts;
- Confined Space Entry;
- CPR/First Aid;
- Electrical;
- Excavation & Trenching;
- Fall Protection;
- Fire Watch;
- Forklift;
- Hazard Communication;
- Hazardous Chemicals;
- Ladders;
- Lasers;
- Lockout/Tag out
- Powder Actuated Tools
- Respiratory Protection;
- Rigging
- Scaffolding: Use & Erection/Dismantle;
- Steel Erection;
- Job Hazard Analysis;
- Accident investigation training for Foremen & Superintendents;

Code of Safe Conduct and Work Practices

The following Safety Procedures will be complied with on the Transbay Transit Center project**.** These Safety Procedures are in accordance with Webcor/Obayashi Safety Program and the division of Industrial Safety Cal/OSHA Construction Safety Orders.

General
All subcontractors must submit their Company's Project Safety Program to the Project Site Safety Manager prior to the start of their work. As a minimum, the subcontractor's Safety Program shall meet or exceed Webcor/Obayashi safety requirements, the applicable parts of the Webcor/Obayashi Corporate Safety Manual, the contract documents and federal, state, local or other applicable regulations.

The Program shall be reviewed by the Site Safety Manager who may require, from time to time, additional written Safety Procedures as may be necessary to address the potential hazards of their operations.

Contractor Weekly Safety Meetings
Subcontractors and tiered subcontractors are required to hold Weekly Safety "Tool Box" Meetings with their field crews. Submit copies of meetings including Safety subjects discussed and attendance, to the Webcor/Obayashi Site Safety Manager. Webcor/Obayashi will provide assistance and information to subcontractors and their sub-subcontractors as requested.

In addition, subcontractors and tiered subcontractors are to attend monthly or whenever determined by Webcor/Obayashi all hands safety meeting.

Personal Protective Equipment

- **Hardhats**
  All persons employed on this project are required to wear ANSI Z89.1-approved hardhats as a condition of employment. All visitors on the jobsite will be required to wear hardhats while on the project site. **Any person refusing to wear a hardhat will be immediately dismissed from the project site.** Metal hardhats and "Cowboy" hardhats are not allowed to be worn. 100% hardhats are required at all times while on the project.
- **Eye Protection**
  The wearing of eye protection will be strictly enforced at all times. 100% safety glasses are required at all times while on the project.
- **Hand Protection**
  Hand protection must be worn 100% of the time on the project Gloves must be worn in any situation where hand/finger exposure to hazards exist, unless the manufacture of the equipment being used states gloves should not be worn.
- **Foot Protection and Clothing**
  All personnel shall wear safety vests, work boots or acceptable work shoes while employed on this project and keep their footwear in good condition at all times. Long pants and shirts with "T-shirt-length sleeves shall be worn at all times. No sneakers, tennis shoes, soft-suede/canvas hiking boots, tank tops, etc., will be allowed. Foot covers must be used with jumping jack compactors and jackhammers.
- **Hearing Protection**
  Each subcontractor shall provide and enforce the use of hearing protection for all workers exposed to noise levels as required by law.

Contractor Parking
There is **no subcontractor onsite parking** on the project. Subcontractors and sub-subcontractors in violation of this request will be towed at their expense without further notice. Because of the restricted nature of the project, this rule will be strictly enforced.

Job Vehicular Traffic and Material Deliveries
Only company-owned vehicles with signage are continuously required for the pursuit of subcontractor's and sub-subcontractor's work, and trucks delivering materials will be allowed access to the project site.

All construction vehicle traffic access will be coordinated by Webcor/Obayashi.

Subcontractors are reminded that continuous 2-way vehicular traffic must be maintained at all times for safe public accessibility unless posted otherwise. Two-way traffic control is to be provided by subcontractors prior to delivery vehicles entering the property.

Subcontractors are to notify Webcor/Obayashi 48 hours in advance for approval of material deliveries. Delivery vehicles will unload and depart the project site as soon as possible.

Material storage and layout must be approved by Webcor/Obayashi prior to delivery.

Temporary Offices
Temporary offices will be constructed of fire-resistant materials only. Temporary office locations must be approved by Webcor/Obayashi prior to installation.

Fire Protection
In case of a fire or explosion, notify Webcor/Obayashi immediately so that necessary emergency fire-fighting equipment can be routed to the jobsite. Emergency phone numbers will be posted in such a manner so as to be clearly visible. Each trade is responsible for providing fire extinguishers and a fire-watch program for their work as required in renovation and new construction areas.
Reference Webcor/Obayashi's Fire Prevention Program.

Cleanup and Housekeeping
Subcontractors and sub-subcontractors shall leave the site clean and free of debris and hazardous materials by the end of each working day to the satisfaction of Webcor/Obayashi. Each subcontractor is responsible for removal of debris created by their work. Rubbish containers will be placed at a central location for the removal of trash and debris. Accumulation of trash and debris will not be tolerated. Webcor/Obayashi will perform necessary cleanup of same, at subcontractors' expense, upon failure to comply with cleanup notice request.

Drinking Water
Subcontractors shall provide potable drinking water, cups, and garbage cans for their employees.

Security Services
Subcontractors and sub-subcontractors shall be responsible for the security of toolboxes, onsite storage materials, etc.

Noise Control
Noise control shall be maintained by the subcontractors in all areas of construction, guarding against undue noise. Playing of radios, including headsets, is prohibited.
All motor-drive equipment shall have a proper exhaust system, which shall meet Cal/OSHA Standards on noise levels. Subcontractors are to provide proper hearing protection to employees using chipping guns, jackhammers, rock drills, or similar devices.

Combustible Material (Gas, Oil, Oxygen)
Separate storage areas for acetylene, oxygen, and gasoline will be established by Webcor/Obayashi. The contractor shall post proper warning signs. All gasoline will be in containers that will meet NFPA and Cal/OSHA requirements, and will be stored in designated areas only. All acetylene and oxygen bottles will be attached to a cart when in use, or tied off in a vertical position. All carts must be equipped with a fire extinguisher.

All stored oxygen and acetylene must be separated from each other, by a minimum of 20 feet or a fire-rated barrier, with bottle caps secured in place as required by Cal/OSHA.

Ladders
Fall prevention shall be considered by the competent person if employees work from a ladder 6' or more above a lower level. Metal ladders shall not be used on Webcor/Obayashi projects. When ascending or descending a ladder, employees shall maintain a three-point contact and not carry anything that could cause them to fall. Pull ropes should be placed at all access ladders to lift tools or equipment from level to level. As a minimum, only type 1 or 1-A Heavy/Extra Heavy duty ladders, which carry a minimum of 275 lbs. to 300 lbs., will be allowed on Webcor/Obayashi projects.

Scaffolds
All scaffolds will be constructed and maintained so as to meet all Safety requirements of Cal/OSHA and Webcor/Obayashi. Failure to maintain scaffolds in good condition will result in removal by Webcor/Obayashi. **All scaffolds must have top rails, mid rails, and toe boards at all platform levels.** All scaffolds are to be built under the supervision of a competent person. The person's name and their qualifications shall be submitted in writing to Webcor/Obayashi prior to the start of work. Daily pre-shift inspection checklists shall be performed by a competent person, maintained by the subcontractor and submitted to Webcor/Obayashi upon request.

100% fall protection is required at all heights above 6'. A competent person shall determine if it is feasible to use fall protection devices while erecting/dismantling a scaffold. Rolling scaffold wheels shall be locked when in use. A horizontal, diagonal brace shall be in place to prevent the scaffold from "wracking". Cross bracing shall not be used as a top or mid rail.

Fall Protection
Webcor/Obayashi maintains a **zero tolerance policy** for fall protection infractions. Anyone found violating this policy may be removed from the site immediately.

Subcontractor employees are required to provide and use 100% fall protection systems whenever exposed to a fall 6' or greater, including any leading edge work. This can be accomplished through the use of a safety net system, personal fall arrest system or a guardrail system. Webcor/Obayashi does not allow the use of a Safety Monitor System.

Each subcontractor is responsible for providing perimeter tie-off protection for its employees. The building perimeter cable is placed as a guardrail protection, and is not provided for tie-off protection.

Electrical
Ground Fault Circuit Interrupter (GFCI) protection is required for all electrical cords and tools. Each subcontractor shall provide GFCI-protected power strips for use in the building when permanent power has been energized and permanent outlets are placed in service. Each contractor will be responsible for providing and maintaining temporary GFCI's for his or her employees if a GFCI receptacle is not available.

Lockout/Tag Out Procedures
Subcontractors shall submit their written LOTO program and documented employee training prior to beginning work on site. The program must include scope of training, pre-planning and specific LOTO procedures. All individuals who are working in or around the hazardous energy shall place their own lock and tag on the disconnect of the energy source. At no time will someone be allowed to remove another employee's lock unless it has been cleared through Webcor/Obayashi competent supervision.

Floor Openings/Hole Cover Procedures
Subcontractor competent person is responsible for identifying any floor opening/hole requiring to be protected. All floor openings/holes shall be covered/protected using appropriate materials. The covers must be able to withstand 2x the load and be secured to the floor and will be inspected daily by the subcontractor competent person. All floor/hole covers shall be clearly marked "Hole Do Not Remove" in a high visible color. All hole covers must be in compliance with OSHA's 29 CFR 1910.23 (a) – 1910.23 (e) 11.

The building perimeter, shafts, and floor openings shall be protected with guard rails and toe boards. Personnel working at a stationary position within 6'-0" of the building perimeter or the edge of a shaft or a floor opening will wear a full body harness and be tied off with an appropriate lifeline. Subcontractors and tiered sub-subcontractors shall not remove any guard rail or fall protection device without the express consent of, Webcor/Obayashi any employee noticed removing such protection without authorization will be removed from the project without recourse. Any area where guardrails and toe boards have been removed shall not be left unattended during a shift. In no case will any guardrail or toe board be left down at the end of a shift.

In locations where temporary protection conflicts with scheduled construction, the subcontractor or the sub-subcontractor shall notify Webcor/Obayashi in advance of the work of necessary modifications. The subcontractor or the sub-subcontractor shall remove the temporary protection and provide other appropriate temporary measures for the performance of their work.

Safe Lifting
All personnel are to be instructed in the proper methods of lifting heavy objects. These instructions will be discussed at Safety and "Tool Box" Meetings.

Powder Actuated Tools
Only low-velocity-type tools will be allowed on this project. Special permission from Webcor/Obayashi must be obtained before high-velocity types can be used, and then only if the job requires it. All personnel working with powder-actuated tools shall be property instructed and licensed for operation of the tool and shall be in possession of current certification while using powder-actuated tools. Warning signs shall be posted in the work area where powder-actuated tools are in use.

Dismissal From Project

THE FOLLOWING IS PROHIBITED AND THE INDIVIDUALCAN BE SUJECT TO DISMISSAL FROM THIS PROJECT SITE FOR VIOLATION:

- Fighting and horseplay.
- Alcohol consumption or controlled-substance use on the site.
- Crowding or pushing while accessing work levels on ladders, scaffolds, etc.
- Throwing trash or any objects from the building.
- Using fire equipment (extinguishers, etc.) for other than its intended use.
- Destroying property or the work of other trades.
- Stealing.
- Gambling on the project site.
- Unsafe work habits.
- Persons using prescribed medication must notify his/her employer of such use prior to going to work or taking the medication.
- Working while your ability or alertness is so impaired by illness or fatigue or other causes that it might unnecessarily expose you or others to injury.
- Noncompliance of any Safety rules and regulations.
- Lewd or abusive language towards jobsite personnel, Owner's personnel, or any member of the public.

First Aid

All subcontractors and tiered subcontractors are required to have a **CPR/First Aid certified persons and** First Aid Kit available at the jobsite with contents meeting the requirements of Cal/OSHA. Each subcontractor shall make arrangements for medical aid at a facility as provided through their insurance carrier.

Use of Tools and Equipment

Each subcontractor is responsible to provide proper instructions for their employee's use of all tools and equipment.

When the use portable electric or pneumatic tools is needed, proper safety guards must be in place and operational. Power tool cord "whips" must meet NEC requirements. Air compressor hoses must be "clipped" together. Tools are not to be raised or lowered by their cords or air hoses.

Hazardous Communications Program

All subcontractors are to comply with Webcor/Obayashi's Hazard Communication Standard Policy. If you are allergic to cement or are susceptible to lime burns or skin disorders, notify your supervisor in order to make sure you are not assigned work with those substances.

If you are allergic to or cannot use any other chemicals, notify your supervisor.

Confined Space

No person shall enter a confined space such as manholes, underground vaults, tanks, pipes, tunnels, or other similar places until it is determined that it is Safe to enter the space by an approved method. Subcontractor competent person is responsible for identifying any potential confined space and shall initially determine if a permit required confined space exists. A pre-planning meeting must be held if a confined space exits and proper procedures followed to ensure worker safety.

Traffic Work Zone Signaling Requirements
Due to general liability exposure created by improper traffic control, all flagging, training, lane closures, etc. shall conform to the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Local permitting issues shall be addressed by Webcor/Obayashi prior to the start of work. All workers in the traffic control area must be trained according to local, state and federal requirements and wear the appropriate reflective vest or high visibility clothing. Stop/Slow paddles, not flags, must be used to control traffic flow.

Equipment
Machinery and equipment shall be operated by authorized, trained personnel only. All operated equipment shall have backup alarms in working order. Operators shall inspect each work area to make sure that it is Safe to operate the equipment in that area. Equipment shall not be serviced or repaired while it is in motion or running, unless there are appropriate Safeguards in place to prevent injury. Fuel-operated equipment, such as generators, air compressors, welders, etc., shall have a dedicated fire extinguisher near the equipment at all times when it is in operation. Fire extinguisher shall be rated 10 ABC, minimum.

Excavation
Daily, pre-shift inspection of excavations, the adjacent areas and protective systems shall be made by the competent person for evidence of potential cave-ins, hazardous atmospheres or protective system failure. Daily, pre-shift inspection checklists shall be maintained by the subcontractor and submitted to Webcor/Obayashi upon request.

No person shall enter an excavation where protection from ground movement is required until such protection is in place. **100% fall prevention is required when working next to excavations greater than 5' in depth.** Ladders or other means of approved access shall be used for all excavations. Stepladders shall not be used in a "leaning" position to enter or exit excavations.

Respiratory Protection
- Conditions may exist which require the utilization of respiratory equipment to protect employees against exposure to the inhalation of toxic or harmful gasses, vapors, mists, fumes and dust. Each Contractor must implement and enforce a respiratory program in accordance with CAL/OSHA standards to protect employees from these types of exposures.
- Only respirators that are applicable and suitable for the purpose intended will be used. They will be selected on the basis of the hazards to which the employee is exposed.
- Employees required to use respiratory protective equipment approved for use in atmosphere immediately dangerous to life shall be thoroughly trained in the use and limitations of such equipment.
- Respiratory protective equipment will be inspected regularly and maintained in good condition. Chemical cartridges will be replaced per manufacturer's recommended or calculated filter change-out schedule so as to provide complete protection. Dust respirators are to be replaced in accordance with manufacturer specifications.
- Respiratory protective equipment, which has been previously used, shall be cleaned and disinfected before it is issued to another employee.
- Workers required to wear respiratory protection shall have been medically evaluated and approved to wear such devices. A copy of each of its worker's medical approval will be kept by each contractor on site.

- Employee Training (Respirators, Breathing Apparatus, etc.)
  - All employees required to use personal protective equipment shall be given individual instruction by contractor regarding PPE prior to its use. This training shall be documented and a record kept on site.
  - All employees must be clean- to ensure the proper fitting of the respirator. Each contractor must perform fit testing on each employee to ensure the proper fit of the respirator. The results of the fit test shall be documented and a record kept on site.
  - Each contractor must have a written respirator program and this program is to be submitted to the construction manager, General Contractor and Safety Coordinator prior to working at this site.

Cranes, Hoisting and Rigging

- Introduction

  The safe operation and proper maintenance of cranes and rigging on the site shall be the overall responsibility of the contractor. Each contractor shall also be held accountable for compliance with CAL/OSHA crane regulations for all cranes or derricks on the site, whether contractor owned, leased or rented.
- Special Provisions
  - Prior to its initial use on the site or after repairs have been made each crane or derrick shall be thoroughly inspected by a certified independent third party. Any deficiencies found shall be corrected before the equipment is placed into service.
  - A copy of the annual certification inspection performed by a certified independent third party shall be submitted to the Webcor/Obayashi Safety Manager prior to the crane being operated on site.
  - Each contractor shall designate a competent person who shall inspect all cranes and derricks daily as part of the contractor's job site inspection program. Such inspections shall be documented. Defective equipment shall be removed from service and repaired and service/repair shall be documented.
  - The contractor or vendor supplying the equipment shall inspect each crane at least monthly and provide a written report as to the results of the inspection. Defective equipment shall be removed from service.
  - Loads shall not be passed or suspended over persons.
  - Tag lines or guide ropes shall be used to control all loads.
  - Barricades for employee safety shall be maintained around the swing radius of the crane cab.
- Crane Operator Qualifications

  Each contractor shall select only those personnel meeting the following qualifications to operate cranes and other hoisting equipment:
  - Designated operators who have been licensed by an approved agency or union and meet the requirements of Chapter 5, ANSI B30.
  - Crane operators will meet the minimum requirements by the D.O.T. Physical Examination, as provided in D.O.T. 391, Physical Examination for truck drivers. No crane operator will be allowed to operate a crane until they have passed the Physical Exam conducted by a licensed Physician approved by the D.O.T.
  - Coordinators certified for crane inspection;
  - Test and maintenance personnel when necessary.
  - No one other than the above personnel shall be in, or on, the crane during operations. Exceptions are oilers or supervisors whose duties may require their presence.
- Operator's Responsibilities

Each crane operator will be specifically assigned the responsibility for safe operations and shall be given written instructions as applicable. These responsibilities shall include:

- Verification of a current "annual inspection" certification for the crane.
- Verification that manufacturer's rated load capacities, recommended operating speeds, and special warnings or instructions are posted on the crane and are visible from the operator's station.
- Daily inspection of:
  - Condition of brakes under no-load conditions
  - Functioning of various safety devices and limiting devices fitted to the hoisting apparatus
  - The electric power installation
  - The overload controls
  - Condition of structural members for cracks, bends, misalignment, etc.
  - Fire extinguisher in cab
- Assuring that routine maintenance is performed, as well as necessary repairs.
- Responsibility for assuring that signaling and communications are adequate. This includes making sure that personnel at materials loading and receiving areas use correct hand signals. Where conditions require, radio communications will be used with a clear channel for crane operations.
- Refusing to lift any loads that are not safely rigged. This refusal cannot be overridden by job supervisory personnel.
  - Making sure that adequate clearances exist between operating areas and nearby structures, especially power lines.
  - Each crane operator shall ensure that good housekeeping is maintained in his or her equipment.

- Operating Procedures
  - Each contractor shall ensure that its crane operators:
    - Not engage in any practice, which may divert his attention while engaged in crane operations.
    - Not operate the crane if physically or mentally unfit, or if taking prescription drugs, which may affect judgment.
    - Not respond to any signal, which is unclear or is given by anyone other than appointed signalmen. Exception: The operator shall respond to a stop signal given by anyone.
    - Have final responsibility and control over the crane operations. When there is any doubt as to safety, the operator shall have the authority to stop and refuse to handle the loads until safety has been assured. Any manager, supervisor or person attempting to bypass the crane operator’s authority on this issue will be immediately removed from the project.
    - Shall be intimately familiar and have thorough knowledge of the crane and its care, the operators' manual, and load charts. He shall be responsible for notifying its supervisor of any needed adjustments or repairs, and for logging his findings in the crane log.
    - Shall, upon request, demonstrate his ability to determine total load weight and its relationship to the crane load charts.
    - Immediately shut down the crane if any part of the crane, rigging or load strikes any object. The crane will be re-inspected by a qualified person, and if damage is detected, all repairs shall be completed under the guidelines of the manufacturer. The crane must then be re-inspected by a third party agency prior to beginning operations again.
    - Never leave the controls while there is a load on the hook.
    - Stop the crane operation if there are any problems and notify the Safety Coordinator.

- Contractor Responsibilities
  - Making sure that rigging equipment is in good condition and provided with safety devices as applicable. This includes such things as:
    - Safety latches on hoisting hooks.
    - Chains, wire rope, slings, etc. are free from defects and conform with standard load ratings for work being done.
    - Eye splices conform to safety standards.
- Employee Training

  Each contractor shall ensure that all of its employees involved in crane activities receive comprehensive training as to their responsibilities. This training shall include hand signals and those authorized to give signals. Said training shall be documented.
- Hoisting and Rigging
  - Documented inspections of hoisting and rigging equipment shall be conducted by a competent person before their use to ensure that it is in safe operating condition and that lifts will be conducted in a safe manner.
  - Damaged or defective equipment shall be removed from service and removed from the project site.
  - Accessible areas within the swing radius of the rotating superstructure shall be properly barricaded to prevent employees from being struck or crushed by the crane.
  - Lifts shall not be conducted over employees, visitors, or areas occupied by the public.
  - The crane operator shall be responsible for determining the safe operation of their crane and the safety of each lift.
  - Routes of suspended loads shall be preplanned to ensure no workers or the public are directly below suspended loads.
  - Tag lines shall be used for controlling all loads.

HAZARD COMMUNICATION STANDARD POLICY

- Each subcontractor is to submit a copy of its written Hazard Communication Program to the Webcor/Obayashi jobsite. An initial hazardous material/chemical listing for this specific jobsite must accompany the Program.
- All subcontractors are required to maintain MSDSs on the project.
- A complete file of all MSDSs submitted is to be located at the jobsite office for review by all workers during job hours (Webcor/Obayashi Subcontractors, and Sub-subcontractor/Suppliers).
- Noncompliance with this portion of the Webcor/Obayashi Safety Policy will be written up as a Safety violation and may result in a Safety fine and/or nonpayment to the subcontractor(s).
- Webcor/Obayashi is only required to train its employees to comply and observe the policy. It is the responsibility of each subcontractor and each sub-subcontractor to train his employees in the implementation and use of the Hazard Communication Policy.
- Each subcontractor will discuss each new substance introduced on the jobsite at the weekly Safety meetings with his crews and the Superintendents of other subcontractors at the Project Safety Meeting.
- Each subcontractor must label the contents of all containers including secondary containers. The label must identify:
  - Substance
  - Hazard Warnings
  - Name and address of the manufacturer
- Each subcontractor must:
  - Train his personnel regarding Hazardous Communications, and specifically as t the dangers of working with these substances, chemicals, materials. Keep copies of training certificates at jobsite.
  - Provide proper personnel protective equipment, as required.
  - Train employees in the first-aid and medical emergency procedures associated with each material.
  - Keep copies of all MSDSs at the jobsite.
- Bulk fuel storage is not allowed onsite.

EMERGENCY MEDICAL PROCEDURES

The purpose of this program is to establish standard jobsite procedures for reporting accidents, administering first aid, and emergency medical procedures.

Each subcontractor and sub-subcontractor shall maintain a Cal/OSHA-approved First Aid Kit on the Project at all times. Each subcontractor shall designate an employee qualified in first-aid treatment as their Safety Coordinator. It shall be the Safety Coordinator's responsibility to treat minor injuries and complete and submit required accident reports to Webcor/Obayashi.

Minor Injuries
Minor injuries are those which require only immediate first-aid treatment and do not result in lost work time.

In the event of a minor injury, the subcontractor's Safety Coordinator shall treat the injury and/or take the injured employee to the designated medical center or clinic for treatment and checkup if necessary.

Persons who have sustained head injuries, major impacts, or whose injuries are the result of a fall shall be provided transportation to the medical facility by the subcontractor.

Upon return from treatment, the employee shall return to work ONLY if so released in writing by the attending physician.

All minor accidents shall be a topic of discussion at the subcontractor's next scheduled Safety Meeting, to include cause of accident and preventive measures to be taken to avoid future similar accidents.

Major Injuries
Major injuries or illness are those which require extended medical treatment with hospitalization for more than 24 hours resulting in loss of work time, or result in death, disfigurement, or dismemberment.

In the event of a major injury, the first person to encounter the injuries shall summon others to notify the Webcor/Obayashi Field staff and provide the appropriate first-aid treatment if qualified. Any subcontractor or sub-subcontractor may dial 911 to request medical assistance. Emergency vehicles shall be directed to enter the Project at TBD site entrance.

Upon entering the project, the emergency vehicle shall be directed to the exact location of the injured.

While awaiting arrival of the Emergency Vehicle(s), the injured shall not be moved unless he/she is in immediate danger of additional injury in his/her current location. Equipment and material involved in or responsible for the accident shall not be disturbed unless it presents an additional danger to the injured person(s).

The closest Emergency Medical Facility is:

St. Francis Health Center
24 Willie Mays Plaza
San Francisco, CA 94107-2134
(415) 972-2249

Immediately after the accident, Webcor/Obayashi will meet with the responsible subcontractor's Superintendent and/or Foremen, review the conditions, and direct the appropriate corrective action. The subcontractor's Safety Coordinator shall complete and submit a copy of all required reports to Webcor/Obayashi.

Within 24 hours of a major injury, Webcor/Obayashi shall conduct a Safety Meeting with attendance required of all jobsite personnel. Topics to include: cause of accident, nature of injury, immediate prognosis for full recovery from injury (if available), and preventive measures to be taken to avoid future similar accidents.

Accident/Injury Management

Accident Reporting
All on-site accidents must be reported to Webcor/Obayashi Project Management immediately. All accidents resulting in industrial injuries or illnesses occurring on the jobsite will be thoroughly investigated. The investigation will be conducted by the controlling employer's Project Management, supervisor and Safety Coordinator, under the direction of Webcor/Obayashi Project Management. This includes accidents, injuries and illnesses of workers whether the injury resulted in medical treatment; no claim was filed, or is a non-industrial injury. Completion of appropriate forms, as defined in the Incident Reporting Appendix must be completed immediately after occurrence.

Accident Investigation
The initial accident investigation is to be completed within 24 hours, with immediate notification of Webcor/Obayashi safety (refer to Incident Reporting Appendix). Identification and review process of root causes must be completed. Corrective actions, identification of persons responsible for corrective actions, and date of completion must be established. Follow up documentation verifying corrective action completion is required. Lessons learned from root cause analysis reviews will be shared with the project, regionally and globally.

Investigation reports of accidents or injuries requiring medical treatment must include medical treatment forms and completed first report or injury forms.

This project requires that an Incident Investigation form be completed for all on-the-job accidents. The form is contained with the Incident Reporting Appendix. This form must be completed as soon as possible (limit - within 1 working day) after occurrence of any injury that results in medical treatment or property damage. After completion, the form must be returned to Webcor/Obayashi Project Management/Safety for corrective action and processing.

Copies of all accident investigation documentation must be submitted to the Webcor/Obayashi Regional Safety Director. If required by law, injury notification to OSHA must be coordinated through the Webcor/Obayashi Regional Safety Director and the Corporate Safety Director.

Accident Analysis
Webcor/Obayashi provides a safe and healthful work environment for all workers through progressive, proactive injury prevention planning. Job pre-planning and identification of up-coming potentially hazardous activities is supported by regular review of trend analysis.

To identify root causes of accidents and at-risk behavior Webcor/Obayashi and subcontractor management will be required to, within 48 hours of the incident, conduct a "lesson learned" meeting. The meeting will analyze any injury accidents, environmental incident, or impact to existing facilities and operations. Accident trends will be identified and plans developed to prevent additional incidents. A complete Root Cause Analysis will be performed involving at least the Webcor/Obayashi and Subcontractor Project Teams. The mission of these meetings will be to identify problem areas, develop specific action plan(s) to address root causes and at-risk behaviors, and to immediately implement corrective actions. Webcor/Obayashi will periodically review implemented plans for effectiveness. Lessons learned from root cause analysis reviews will be shared with the project, regionally and globally.

RESPONSIBILITIES FOR SAFETY and LOSS CONTROL

Overview

The objective of this project safety overview (PSO) is to establish that safety and health must be addressed throughout the entire project. The prevention of accidents and protection of property are company values and are integral to our success. All safety issues shall receive active support and participation by the entire project team.

The principles of safety and loss control are intended to prevent injuries on the jobsite and to reduce the potential for damage to property and equipment. No phase of construction is of greater importance than incident prevention. Accidents that result in personal injury or damage to property and equipment represent needless waste and loss.

Planning for safety starts with project design and continues through purchasing, fabrication and construction in all phases of the project. Practical steps will be taken to maintain an Injury Free Environment. All subcontractors must accept responsibility for preventing accidents and be responsible for thorough safety and loss control training and instruction for their workers.

The primary objective of the Webcor/Obayashi PSO is to coordinate the elimination or reduction of risk associated with the construction of the project. Associated missions are to promote safe work practices/behaviors, prevent accidents, prevent worker injuries, prevent damage to property, and promote maximum efficiency and effect savings by reducing unplanned business interruptions.

Active participation by the management of Webcor/Obayashi, subcontractors, tiered subcontractors and all workers will make the program effective and successful by coordinating the participants' efforts in performing the following tasks:

Providing a safe environment in which workers can perform high quality work.

Using job hazard analysis pre-task safety planning as a tool to reduce injury to persons and property.

Conduct jobsite safety audits to locate and abate unsafe work practices/behaviors and unsafe conditions.

Protecting the public and property potentially affected by Webcor/Obayashi sites.

Educating and training workers through:

- New hire/site specific safety orientation
- Safety meetings
- Task specific safety training; i.e., hazardous communications (HAZCOM), construction safety practices, excavation and trenching safety, confined space entry, equipment operations, etc.
- Mandatory personal protective equipment (PPE) programs
- Immediate injury reporting and effective record keeping to maintain an up-to-date accident experience and trends analysis
- Use of accident investigation information to abate deficiencies and eliminate any additional losses

WEBCOR/OBAYASHI Management Team

Webcor/Obayashi Management Team is responsible for construction management services for the Transbay Transit Center and for:

- Encouraging, reinforcing and modeling Webcor/Obayashi culture, including Injury Free Environment initiatives
- Participating in the development and assessment of EH&S leading indicators

- Reviewing and approving project corrective action/recovery plans.
- Instituting accountability when action plans and culture are not maintained
- Has the authority to stop any operations that pose a potential threat

WEBCOR/OBAYASHI Project Manager (Richard Gangitano.)

The Webcor/Obayashi Project Manager is responsible for construction management services for the Transbay Transit Center and for:

Determining if contract documents and specifications support the project's safety missions and objectives

Monitoring subcontractor selection process and adherence to established guidelines

Periodically auditing subcontractor's safety plans for compliance with the Webcor/Obayashi 's EHSP

Participating in pre-task planning and subcontractor pre-construction safety meetings

Being aware of loss control and public protection requirements of the project

Participating in fact finding, root cause analysis, and the implementation of corrective actions associated with injury/incident investigations

Documenting weekly jobsite safety audits

Facilitating monthly craft feedback luncheon

Supporting Webcor/Obayashi EHS personnel and cooperating with all designated personnel in obtaining corrective actions necessary to comply with the Webcor/Obayashi EHSP

Has the authority to stop any operations that pose a potential threat

Promoting and supporting our Injury Free culture

Webcor/Obayashi Project Superintendents (Michael Poole)

It is the responsibility of Webcor/Obayashi Superintendents to oversee safety on jobsite. Their EHS responsibilities include:

Overseeing the planning and execution of all work in compliance with the Webcor/Obayashi EHSP and contract specifications

Being aware of loss control and public protection requirements identified in the safety specifications of the contract documents

Completing daily jobsite safety audits and reviewing completed jobsite safety audits to ensure identified hazards are addressed in a timely manner

Participating in pre-task planning, and subcontractor pre-bid, pre-construction and/or kick-off meetings

Monitoring and participating in job hazard analysis and pre-task planning

Requiring supervisors and workers to use personal protective equipment in accordance with the Webcor/Obayashi EHSP and local, state and federal safety regulations

Participating in fact finding, root cause analysis and the implementation of corrective actions associated with injury/incident investigations

Ensuring Injury Accident Investigation Packets are accurately completed and forwarded to designated individuals

Participating in and encouraging weekly tool box/tailgate safety meetings, and evaluating their effectiveness

Taking appropriate action to abate identified unsafe conditions and practices and document corrective actions.

Supporting Webcor/Obayashi EHS, and cooperating with all designated project safety personnel in obtaining corrective actions necessary to comply with the Webcor/Obayashi EHSP

Has the authority to stop any operations that pose a potential threat

Promoting and supporting Injury Free culture

Webcor/Obayashi Project EHS Manager (Raymond Ramierez)

The Webcor/Obayashi Project EHS Manager has authority for safety and health on the project. The Webcor/Obayashi EHS Professional is considered to be the program administrator and has the authority delegated by Webcor/Obayashi Corporate EHS to implement and promote safety. Duties of Webcor/Obayashi Project EHS Manager include:

Helping to familiarize Webcor/Obayashi and subcontractor project managers, superintendents and supervisors with the Webcor/Obayashi EHSP. These individuals must be familiar with safety and health hazards to which all workers may be exposed, as well as applicable laws, regulations and safety rules and policies.

Supporting project management in achieving an injury, incident and impact free environment.

Help assure that all workers are trained in accordance with applicable requirements

Helping to ensure that observation, inspection, recognition, evaluation and abatement of hazards are conducted on a continuing basis

Continually developing new methods for abating hazards

Helping to ensure that hazards are abated in a timely and effective manner

Reporting all injuries immediately to Webcor/Obayashi Project Management. Webcor/Obayashi EHS also has the responsibility for overseeing development, implementation and maintenance of the project's safety program by:

- Requiring subcontractors to incorporate the requirements of the Webcor/Obayashi's EHS Plan into their safety programs and safety orientation if theirs are less protective than those of. Webcor/Obayashi.
- Expediting corrective action(s) to abate any observed or potential safety exposure(s) to workers.
- Requiring Webcor/Obayashi Project Management and Safety Coordinators to continuously monitor Webcor/Obayashi and the subcontractor's safety performance and expedite abatement action(s).
- Overseeing the implementation of emergency response procedures, and helping to assure that Webcor/Obayashi and subcontractor's personnel are trained to handle onsite emergencies.
- Setting project missions and milestones and reporting indicators for all project personnel.

Webcor/Obayashi EHS is further responsible for monitoring the subcontractor's compliance with the Webcor/Obayashi EHSP. Webcor/Obayashi EHS must help ensure that the guidelines, rules and procedures in this document are followed for site work, being familiar with local emergency services and conducting or taking the necessary steps to help ensure that tool box/tailgate safety meetings are conducted before work startup. Additional meetings may be required for specific job tasks or site activities. Webcor/Obayashi EHS also must help monitor the maintenance and inspection of PPE, onsite hazards, the physical condition of site personnel, and perform daily safety audits of work site activities.

Additional duties include maintaining safety files, which will include training and applicable medical certifications, environmental testing and special associated training, tool box/tailgate meeting notes and rosters, safety observation/audit reports, investigation reports including near-misses, injury summaries, required safety permits, security issues, or other safety and health documentation, as applicable. Webcor/Obayashi EHS has the authority to stop any operations that pose a potential threat to site personnel.

Furthermore, Webcor/Obayashi EHS will:

Report unsafe acts and conditions to the worker's supervisor and/or safety coordinator for prompt corrective action and stop all life threatening situations immediately upon knowledge. Webcor/Obayashi requires prompt correction of safety infractions.

Help monitor the subcontractor selection process and adherence to established environmental safety and health guidelines

If the subcontractor does not make immediate corrections after initial notification, Webcor/Obayashi EHS will:

Notify the subcontractor's Project Management in writing to make prompt corrective action to help eliminate construction safety concerns.

Forward copies of the written notice to Webcor/Obayashi Project Management

Develop the direction to help resolve outstanding construction safety issues and maintain documentation of corrective actions

Help ensure that the proper steps are taken in the case of emergencies when a major event resulting in a fatality, multiple injuries, or property loss occurs. Webcor/Obayashi EHS is responsible for requiring that we preserve the accident scene in an "as is" condition, including any construction equipment involved, to allow for a proper investigation. Webcor/Obayashi EHS must order, if necessary, the area or piece of equipment to be stabilized to preclude further injuries or loss.

Notify Webcor/Obayashi Project Manager should we be subjected to an OSHA (federal or state) inspection. Should citations, warnings or safety violations be issued, we copies to Webcor/Obayashi Corporate EHS manager within 48 hours.

NOTE: Webcor/Obayashi EHS may assign all or some of these tasks to other responsible persons as appropriate.

Webcor/Obayashi Project Engineer (David Hungerford)

The Webcor/Obayashi Project Engineer assists the Webcor/Obayashi Project Manager with his/her responsibilities for construction management services for the project. This person will:

Complete weekly jobsite safety audits

Participate in pre-task planning, and subcontractor pre-bid, pre-construction, and/or kick-off meetings

Assist with jobsite safety startup, safety orientations, and craft feedback luncheons

Participate in fact finding, root cause analysis, and implementing corrective actions to prevent further occurrences on all injury/incident investigations

Attend and/or participate in jobsite safety meetings

Webcor/Obayashi Supervisor/ Foremen (Michael Poole)

The Webcor/Obayashi Supervisor/Foreman will interface daily with his/her workers. Therefore, the Webcor/Obayashi Supervisor/Foreman will have a major influence on the effectiveness of the safety program and accident experience. Each Supervisor/Foreman's construction safety responsibilities will include:

Training and instructing workers in safe work practices for all tasks to which they are assigned

Helping ensure crew participation in pre-task planning

Helping ensuring availability of and enforce the proper use of jobsite tools and PPE

Monitoring the work area for unsafe acts and conditions and instituting immediate corrective action

Setting a good example for workers

Pre-planning activities to help ensure workers are properly trained in applicable safety requirements

Conducting daily pre-job meetings to include review of day's activities and associated hazards

Ensuring all injury reports are properly completed and submitted to Webcor/Obayashi EHS or designee
Participating in fact finding, root cause analysis, and the implementation of corrective actions associated with injury/incident investigations, and providing information regarding these actions to Webcor/Obayashi Project Management/Regional Leadership
Reporting and assisting with the resolution of near miss incidents
Helping provide first aid care for injured workers
Promoting and supporting Injury Free culture
Leading tool box/tailgate safety meetings with the crew to:
- Encourage participation
- Discuss observed accident trends and causes
- Plan construction safety into crew's work activities
- Take action to correct safety-related concerns

Webcor/Obayashi Project Safety Coordinator (TBD)

The Webcor/Obayashi Safety Coordinator's primary responsibility is to ensure immediate corrective action of observed unsafe acts and unsafe conditions. This person will:
Report unsafe acts and conditions to the worker's supervisor and/or safety coordinator for prompt corrective action and stop all life threatening situations immediately upon knowledge
Orientate all new Webcor/Obayashi workers according to the Project Site-Specific Safety Orientation
Make twice daily job site safety audits
Facilitate daily safety coordination meetings with subcontractor safety coordinators (as applicable)
Provide appropriate materials and conduct weekly tool box/tailgate meetings or safety meetings, as well as:
- Review meeting reports for attendance
- Help implement required training programs for workers

Report, in writing to the project EHS manager the names of individuals and their supervisors who are continually observed to violate construction safety requirements, with copies to Webcor/Obayashi Project Management. Webcor/Obayashi Project Management may require that we remove these individuals and/or their supervisors from the job site. Also, Webcor/Obayashi Project Management and/or Webcor/Obayashi EHS is/are authorized to order a work stoppage until present unsafe conditions are abated.
Report all injuries immediately to Webcor/Obayashi EHS Manager.
Participate in fact finding, root cause analysis, and resolution on all injury/incident investigations
Participate in completion and forwarding of all Injury Accident Investigation Packets (injury, liability, property damage, and the like) to Webcor/Obayashi Claims Manager.
Promote and support Injury Free culture.
Keep on file the following:
- Updated chemical management plan, including chemical inventory lists and Material Safety Data Sheets (MSDSs) for all products used or stored onsite

Subcontractor Responsibilities

The subcontractor has overall responsibility for accident prevention and implementation of this Webcor/Obayashi EHSP for anyone under their control, including their respective employees, vendors and suppliers. This responsibility is shared with the tiered subcontractors. .
Where subcontractor is not using Safety Professional(s)/Safety Coordinator(s) the subcontractor will assign safety responsibilities to a member of subcontractor Project Management. This assignment is subject to approval by Webcor/Obayashi Management and Webcor/Obayashi EHS, or designee.

Subcontractors will submit a copy of their company's safety program prior to beginning work. All subcontractor workers must be orientated to their company's safety program as well as to applicable sections of this Webcor/Obayashi EHSP.
The subcontractor may be responsible for providing their Safety Professional(s)/Safety Coordinator(s) or designee with a reliable communication method or device in order to contact Webcor/Obayashi Project Management and Webcor/Obayashi EHS during emergency response and/or other safety related communications.
Although many existing hazards may be corrected through informal communications between the subcontractor's Safety Professional/Safety coordinator or designee and members of Webcor/Obayashi Project Management, all corrective actions must be documented, with copies forwarded to Webcor/Obayashi Project EHS Manager.

Subcontractor's Project Manager

The subcontractor's Project Manager is responsible for:
Planning and monitoring all work performed for compliance with the objectives of the Webcor/Obayashi EHSP, subcontractor's safety program, and federal, state and local safety and health regulations
Authorizing immediate correction of any existing construction safety-related concerns
Fully supporting the designated Safety Coordinator and cooperating with all designated project safety personnel in obtaining corrective actions necessary to comply with the Webcor/Obayashi EHSP
Completing weekly safety audits
Participating in pre-task planning and subcontractor kick-off meetings
Participating in fact finding, root cause analysis, and resolution on all injury/incident investigations
When requested, attending special construction safety meetings

Subcontractor Superintendent/Supervision/Foremen

Responsibilities of Subcontractor Superintendent/Supervisor/Foremen are the same as Webcor/Obayashi Superintendent/Supervisor/Foremen, plus:
Attending weekly contractors' safety meetings

Subcontractor's Safety Professional

The subcontractor's Safety Professionals responsibilities include ensuring immediate corrective action to eliminate observed unsafe acts and unsafe conditions. This person will:
Report all injuries immediately to Webcor/Obayashi Project Management and Webcor/Obayashi EHS
Perform continuous safety audits of all their respective trade contractors and their subcontractors' work areas throughout the entire workday and take immediate action to eliminate all unsafe acts and/or conditions. These observations, along with corrective actions taken will be reported to the appropriate member of Webcor/Obayashi Project Management, the subcontractor's own management, and Webcor/Obayashi EHS, using the SafeSiteOne Safety Inspection Report. These forms will be completed daily and submitted to Webcor/Obayashi Project Management/EHS.
Serve as technical advisors to their project management team on safety and health planning, training and problem resolution issues.
Ensure that prior to the commencement of any work activity; every Supervisor/Foreman reviews each task assignment with every affected employee to ensure a comprehensive understanding of the safety requirements and precautions to be followed while performing this work. The Safety Professional(s) and Supervisor/Foremen should further ensure that all of the necessary guards are in place, safety equipment is provided, and other required steps are taken prior to starting the work.

Each Safety Professional has the right and the authority to direct stoppage of any work **of any contractor** whenever imminent danger to life and health exists.

Each Safety Professional has the right and authority to stop any and all hazardous work activities being performed by his/her company or their subcontractors until necessary corrective actions are taken.

Ensure that appropriate personal protective equipment is provided and its use enforced

Enforce their company's safety program and disciplinary procedures

Accompany Webcor/Obayashi's supervisory personnel as directed and perform joint inspections of work areas and activities

Orient all new subcontractor personnel to the site's safety program prior to work commencement

Complete and forward all claim forms (injury, liability, property damage, and the like).

Attend and participate in daily Safety Coordination Meetings

Participate in accident investigations and recommend proper courses of corrective action. When serious accidents occur, this task will be performed in conjunction with Webcor/Obayashi EHS and Webcor/Obayashi and the subcontractor Project Management or their representatives.

Provide appropriate materials for those conducting weekly tool box/tailgate meetings or safety meetings, as well as:

Review safety meeting reports for attendance

Attend and periodically conduct tool box/tailgate meetings to evaluate their effectiveness

Implement required safety training programs for subcontractor employees and supervisors

No full time Safety Professional shall be assigned any duties other than assuring the safety and health of the personnel employed by their company or their subcontractors.

Subcontractor's Safety Coordinator

The subcontractor's Safety Coordinator's responsibilities include assuring immediate corrective action to eliminate observed unsafe acts and unsafe conditions. This person will:

Report all injuries immediately to Webcor/Obayashi Project Management/EHS

Orient all new subcontractor personnel to the site's safety program prior to work commencement

Make daily job site safety observations/audits (to be documented daily) and provide copies of documentation to Webcor/Obayashi Project Management and Webcor/Obayashi EHS

Complete and forward all claim forms (injury, liability, property damage, and the like).

Attend and participate in daily safety coordination meetings

Participate in accident investigations and recommend proper courses of corrective action. When serious accidents occur, this task will be performed in conjunction with Webcor/Obayashi Project Management/EHS and subcontractor Project Management or their representatives.

Provide appropriate materials for those conducting weekly tool box/tailgate meetings or safety meetings, as well as:

Periodically conduct tool box/tailgate meetings

Implement required training programs for workers and supervisors

Provide necessary information for the obtaining of motor vehicle records for all crane operators on site

Everyone's Responsibilities

Report injuries ***immediately*** to supervision

Work according to good safety practices as posted, instructed and discussed

Comply with Webcor/Obayashi EHSP and subcontractor's safety program

Use all required safety devices

Report any unsafe situation or act to supervisor and/or designated Safety Coordinator/designee immediately (unsafe conditions and acts must be corrected when noticed to effectively prevent accidents)
Maintain a clean and safe work area
Come to work alert and free of any impairment that may affect safety
Follow the site's Safe Work Practices
Promote and support the Injury Free Environment: Agree to be held accountable for your safety, and the safety of others
In addition, EVERYONE is held accountable for their designated assignments of responsibilities as denoted in their respective definitions; i.e., Project Manager, Superintendent, etc.
Refrain from performing any work which may feel unsafe or for which proper equipment and/or training have not been provided

SAFETY DISIPLINARY POLICY

Under Webcor/Obayashi, all employees are required to follow company safety policies and operating procedures. When needed, employees will be provided with additional training and information, or retraining to maintain their knowledge.

Although Webcor/Obayashi reserves the right to discharge "at will," we believe that employees found performing work in an unsafe manner that would endanger the employee or another employee shall be subject to discipline or termination by management. Webcor/Obayashi strictly maintains a zero tolerance policy towards violations involving, but not restricted to: fall protection, lock-out/tag-out, and confined space.

The Webcor/Obayashi Project Management/Site Safety Manager will determine the course of action best suited to the circumstances. The steps to be taken at a minimum shall include the following:

- *Verbal Warning* – As the first step in correcting unacceptable behavior, the Supervisor shall review the pertinent facts with the employee. The Supervisor will consider the severity of the problem, and the employee's past performance. A verbal warning will be issued to the employee, if necessary; the employee will be placed on probation.

- *Written Warning* – If the unacceptable performance continues, the next step will be a written warning. The written warning will clearly state the safety policy that was violated. Probation will be a part of the written warning. It may also include time off without pay. At the completion of the probationary period, the supervisor will meet with the employee to determine if the employee has achieved the required level of performance.

- *Termination* – The employee may be terminated if he does not improve his performance while on probation, or has violated another company safety policy within twelve months.

LADDER SAFETY RULES

General:

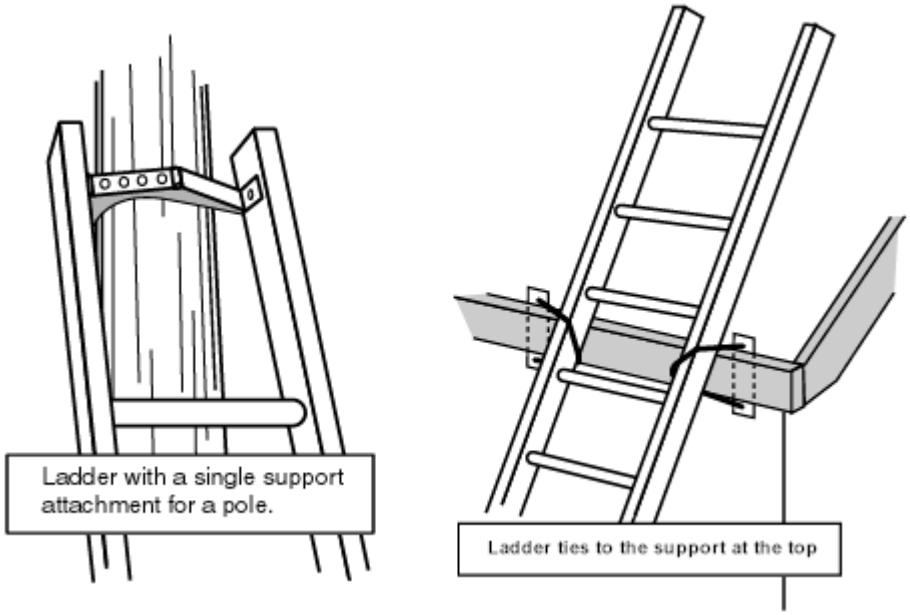
- Inspect before use for physical defects.
- Ladders are not to be painted except for numbering purposes.
- Do not use ladders for skids, braces, workbenches, or any purpose other than climbing.
- When you are ascending or descending a ladder, do not carry objects that will prevent you from grasping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

Stepladders

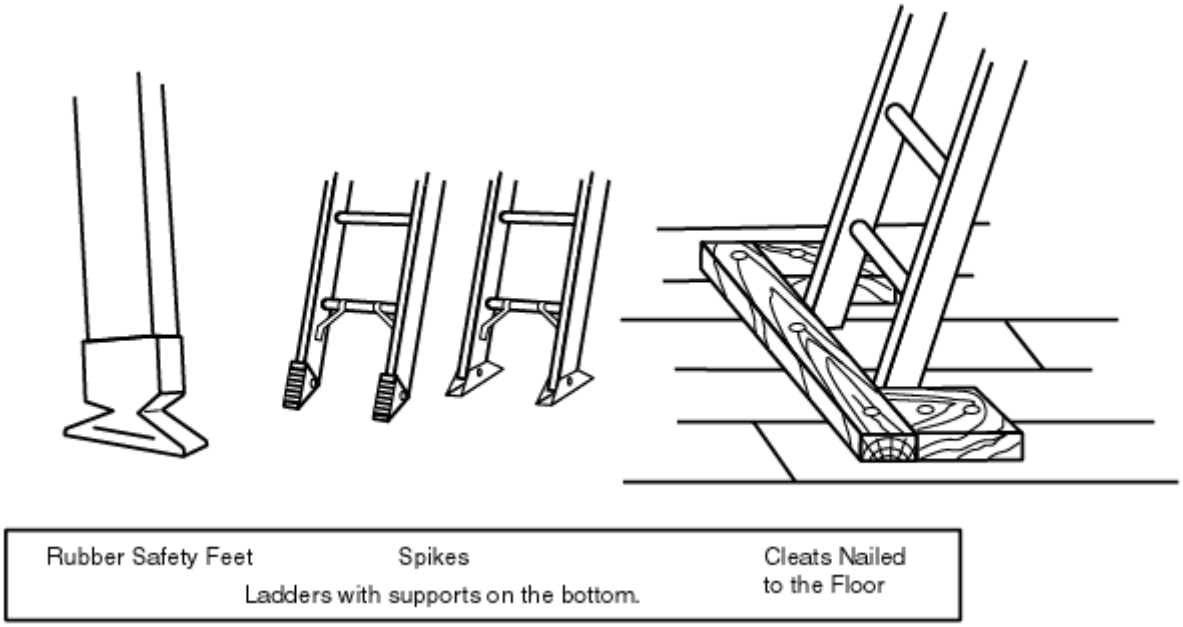
- Do not place tools or materials on the steps or platform of a stepladder
- Do not use the top two steps of a stepladder as a step or stand.
- Always level all four feet and lock spreaders in place.
- Do not use a stepladder as a straight ladder.

Straight type or extension ladders

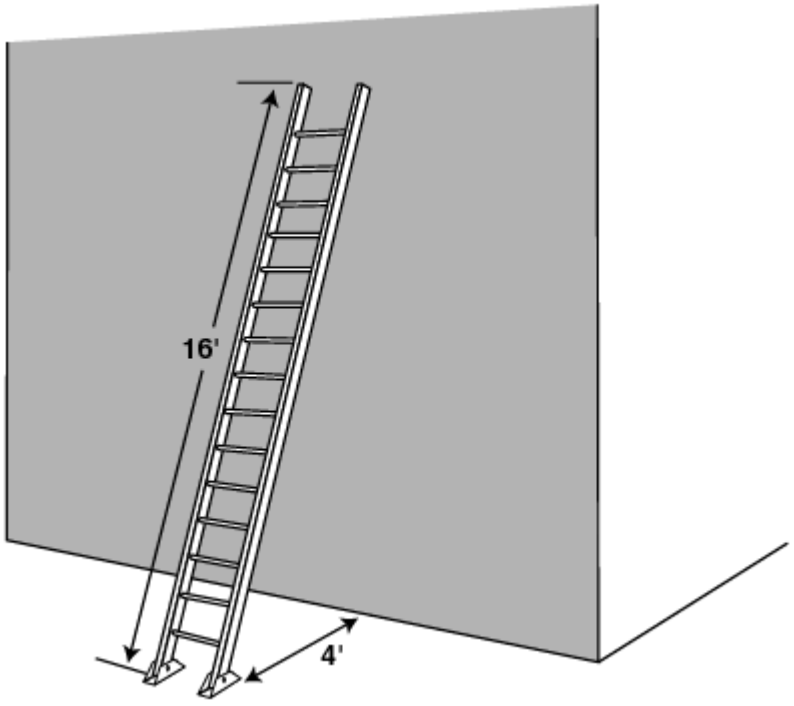
- All straight or extension ladders must extend at least three feet beyond the supporting object when used as an access to an elevated work area.
- After raising the extension portion of a two or more stage ladder to the desired height, check to ensure that the safety dogs or latches are engaged.
- All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



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



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


16'
4'

GENERAL MATERIALS HANDLING SAFETY

General material storage safety:

- Make sure that all materials stored in tiers are stacked, racked, blocked, interlocked, or otherwise secured to prevent sliding, falling, or collapse.
- Post conspicuously the maximum safe load limits of floors within buildings and structures, in pounds per square foot, in all storage areas, except for floor or slab on grade. Do not exceed the maximum safe loads.
- Keep aisles and passageways clear to provide for the free and safe movement of material handling equipment or employees. Keep these areas in good repair.
- Do not store materials on scaffolds or runways in excess of supplies needed for immediate operations.
- Use ramps, blocking, or grading when a difference in road or working levels exists to ensure the safe movement of vehicles between the two levels.
- Do not place materials stored inside buildings under construction within 6 feet of any hoistway or inside floor openings, or within 10 feet of an exterior wall which does not extend above the top of the material stored.
- Segregate non-compatible materials in storage.
- Stack bagged materials by stepping back the layers and cross-keying the bags at least every ten bags high.
    - Carefully handle cement and lime delivered in paper bags to prevent the bags from bursting.
    - Do not pile cement and lime bags more than ten bags high except when stored in bins or enclosures built for the purpose of storage.
    - When bags are removed from the pile, keep the length of the pile at an even height and maintain the necessary step backs every five bags.
    - When handling cement and lime bags, wear eye protection preventing any contact with the substance (such as goggles or other sealed eye protection) and wear long sleeve shirts with close fitting collar and cuffs.
    - Do not wear clothing that has become hard and stiff with cement.
    - Make sure to report any susceptibility of skin to cement and lime burns.
    - Make sure that a hand cream or Vaseline and eyewash is provided and kept ready for use to prevent burns.
    - Store lime in a dry place to prevent a premature slacking action that may cause fire.
- Do not stack bricks more than 7 feet high. When a loose brick stack reaches a height of 4 feet, taper it back 2 inches for every foot of height above the 4-foot level.
    - Never stack bricks, for storage purposes, on scaffolds or runways.
    - Always stack blocks; do not throw in a loose pile.
- When stacking masonry blocks higher than 6 feet, taper back the stack one-half block per tier above the 6-foot level.
    - When stacking inside a building, distribute the piles to prevent overloading the floor.
    - Do not drop or throw blocks from an elevation or deliver blocks through chutes.
- Do not stack lumber more than 20 feet high; if handling lumber manually, do not stack more than 16 feet high.
    - Remove all nails from used lumber before stacking.
    - Stack lumber on level and solidly supported sills, and such that the stack is stable and self-supporting.

- Stack stored lumber on timber sills to keep it off the ground. Sills must be placed level on solid supports.
- Place cross strips in the stacks when they are stacked more than 4 feet high.

- If not racked, stack and block structural steel, poles, pipe, bar stock, and other cylindrical materials as to prevent spreading or tilting.
  - Wear heavy gloves when handling reinforcing steel.
  - When bending reinforcing steel on the job, use a strong bench set up on even dry ground or a floor to work on.
  - Carefully pile structural steel to prevent danger of members rolling off or the pile toppling over.
  - Keep structural steel in low piles, giving consideration to the sequence of use of its members.
  - Stack corrugated and flat iron in flat piles, with the piles not more than 4 feet high; place spacing strips between each bundle.
- Frequently inspect stock piles of sand, gravel, and crushed stone to prevent their becoming unsafe by continued adding to or withdrawing from the stock.
  - Do not remove frozen material in a manner that would produce an overhang.

General Rigging Equipment Safety:

- Inspect rigging equipment for material handling prior to use on each shift and as necessary during its use to ensure that it is safe. Remove defective rigging equipment from service.
- Never load rigging equipment in excess of its recommended safe working load.
- Remove rigging equipment when not in use from the immediate work area so as not to present a hazard to employees.
- Mark special rigging accessories (i.e., spreader bars, grabs, hooks, clamps, etc.) or other lifting accessories with the rated capacity. Proof test all components to 125% of the rated load prior to the first use. Maintain permanent records on the job site for all special rigging accessories.

Disposal of waste materials:

- Whenever materials are dropped more than 20 feet to any point lying outside the exterior walls of the building, use an enclosed chute of wood or equivalent material.
- When debris is dropped without the use of chutes, make sure that the area onto which the material is dropped is completely enclosed with barricades at least 42 inches high and 20 feet back from the projected edge of the opening above. Post at each level warning signs of the hazard of falling materials. Do not remove debris in this lower area until debris handling ceases above.
- Remove all scrap lumber, waste material, and rubbish from the immediate work area as the work progresses.
- Make sure to comply with local fire regulations if disposing of waste material or debris by burning.

- Keep all solvent waste, oily rags, and flammable liquids in fire-resistant covered containers until removed from the work site.

FIRE PREVENTION PROGRAM

Purpose:

To reduce to a minimum the possibility of fire damage and associated losses incurred during the construction of the Project.

The following program, by no means complete, is the guide to be used on the Project to aid in preventing the spreading of materials loosed by fires and gases associated with combustion, etc.

Fire Protection

- All temporary electric service, equipment, and wiring must be in accordance with **Cal OSHA and NFPA 70, National Electric Code (NFPA 241, Section 4-1.1).**
- Storage of any material within 10 feet of fire hydrants is strictly prohibited.
- Work areas shall be policed on a regular basis to prevent accumulation of material. All combustible waste material, dust, and debris shall be removed from the building and its immediate vicinity at the end of each work shift, or more frequently as necessary, for Safe operations **(NFPA 241, Section 3-4.1).**
- No motors or machinery shall be left running during nonworking hours except as specifically directed by Webcor/Obayashi.
- All heating equipment shall have necessary Safety devices and shall be wired, piped, and operated according to all applicable codes, rules and regulations, and manufacturers' instructions.
- All tarps and blankets shall be of fire-retardant material.
- All fuel and solvent containers shall be in approved containers and placed on drip pans. Storage of these materials shall be in accordance with product Material Safety Data Sheets, statutory Hazardous Material requirements, and Fire Department requirements.
- No open or burning fires shall be permitted onsite. Anyone doing so will be subject to immediate dismissal.
- No solid fuel shall be permitted on the site.
- Fire extinguishers shall be placed and maintained on the job in conspicuous and identified locations **per Cal/OSHA Title 8 Construction Safety Orders, Article 36, Section 1922, (a), (1). These fire extinguishers shall not be moved or discharged, except for fighting a fire. Anyone discharging an extinguisher as a prank will be subject to immediate dismissal.**
- All gas bottles, such as propane, oxygen, and acetylene, shall be stored and secured in a vertical position in areas designated by Webcor/Obayashi. All stored bottles shall be capped. Oxygen and acetylene will not be stored within 20 feet of each other or must be separated by a one-half-hour-rated fire barrier. At no time during construction shall propane or LPG be stored inside of a structure or building.
    - All oxygen and acetylene in use shall be in proper carts with required separations and with an attached 10 BC, minimum, fire extinguisher.
    - During welding or cutting operations, a fire watch with fire extinguisher will be required and shall be the responsibility of the subcontractor or its sub-subcontractor performing the work. The need of a hot work permit may be needed, depending on location and circumstances for such. Permits will be obtained from the Project Safety Manager.

Fire Fighting

- Appropriate action is the key to the prevention of loss of life and property damage. This action in the first minute is worth gallons of water ten minutes later.
- If a fire occurs, notify the local fire department and Webcor/Obayashi immediately.
- Extinguish fire with a noncombustible, such as sand, or an available fire extinguisher.
- Remove or shut off fuel supply, such as removing debris or stored material, or shutting off fuel supply.

Welding and Cutting Permit Program for "Hot Work"

- The Site Safety Manager will act as the Fire Safety Manager.
- Each subcontractor shall notify Webcor/Obayashi of proposed "Hot Work" through a "Welding/Cutting Permit" application to the Fire Safety Manager.
- The Fire Safety Manager shall review the Permit form with the subcontractor to assure that all areas of concern are accounted for in fire protection.
- The Fire Safety Manager shall keep a log of all Permits.
- Permissible Areas:
  - New construction: When all fire prevention measures are taken, permits shall be authorized for the work.
    - New construction work shall require the presence of a dedicated fire extinguisher (20 lb, ABC), provided by the subcontractor performing the work, and any other preventive measures as may be necessary for protection of life and property, such as fire blankets, water supply, etc.
    - The subcontractor and the Fire Safety Manager shall ensure that the surrounding area(s) are free of combustible material per NFPA 51B.
    - When the work is of the nature that "hot" material may fall to areas below, the subcontractor and the Fire Safety Manager shall ensure that those areas are free of combustible material or material that may otherwise be damaged. Work in place must be protected by the subcontractor performing the work.
    - When "Hot Work" is performed in Permit Required Confined Spaces, the applicable Standards will be followed for Permit Required Confined Space work.
    - "Hot Work" shall not be performed near fuel storage areas or other areas where combustible vapors may accumulate.
  - Occupied Buildings: "Hot Work" shall not be performed in occupied buildings without notification of the local Fire Department responding agency (local Engine Company).
    - The fire suppression system for the building must be in operation.
    - The appropriate Building or Department Managers must be notified and the work coordinated with their operations.
    - Preparation for the work and clearing of combustible materials shall be in accordance with NFPA 51B. Combustible material shall be cleared from the work area by a distance of 35 feet.

Office, Tool Sheds, Etc.

- Shall be constructed of fire-resistive materials and heated with approved fire-safe heating devices in accordance with manufacturers' instructions.
- Shall be separated from materials which present extraordinary fire hazards in accordance with NFPA 241, 241, Table 2-1.1).
- Shall be equipped with a minimum of one 20-lb. ABC fire extinguisher each, in accordance with Cal/OSHA Title 8 Construction Safety Orders, Article 36, Section 1922, (a), (1).
- Shall have a 40-gallon waste container adjacent to it.
- Shall not be used to store oily rags, oily clothes, or fuels.

The principles outlined above should provide a reasonable change for a fire-free job. Strict adherence to the intent of this program is to be considered a contractual requirement. (See attached appendix for Hot Work Permit.)

APPENDIXES

ASBESTOS ABATEMENT PROGRAM

THE CHARACTERISTICS OF ASBESTOS

There are no visible signs that asbestos is particularly hazardous. Also, no immediate side effects are experienced by workers after exposure. But this common mineral can cause lung disease, cancer and even death if not handled safely. This is why the Standard requires that workers who don't really work directly with asbestos, but who may have incidental exposure, must receive at least "Asbestos Awareness" training.

To help address OSHA's concerns, and provide the awareness training needed by employees under the regulation, this program is designed to present fundamental information.

Employees should understand how long-term exposure to asbestos can harm the human body. Employees should recognize the areas where asbestos may be located in their project.

Employees should know which asbestos and asbestos-containing materials should be repaired and/or removed.

Employees should understand how to avoid potential hazardous maintenance and custodial activities that could lead to asbestos exposure.

Employees should know what personal protective equipment to use to protect against asbestos exposure.

Employees should understand which safe work practices should be used when helping with a minor asbestos clean-up.

Employees should understand why, when there is the potential for exposure to asbestos, air monitoring and medical surveillance can be important elements in providing a safer workplace.

Employees should be familiar with certain requirements in the OSHA Asbestos Standard…especially those concerning workplace controls and personal protective equipment.

Outline of Major Program Points

The following outline summarizes the major points of information employees should be familiar with.

- Asbestos is a mineral which has many positive qualities. It is:
  - Fireproof.
  - Heat resistant
  - Lightweight.
  - Resistant to most chemicals.
  - Sound-absorbing.

- And it does not conduct electricity.

- Products that contain Asbestos can be helpful, but they can also be very harmful.
  - Asbestos has hidden dangers that you need to know about.
- While most rocks break down into tiny particles, like grains of sand… Asbestos breaks down into small fibers, like strands of rope.
  - These fibers are invisible to the human eye.
  - You need a powerful microscope to see them.
  - These fibers have the strength of steel.
- The biggest problem when dealing with Asbestos fibers is that you cannot:
  - See them.
  - Taste them.
  - Smell them.
- If Asbestos fibers enter your body, they can cause severe damage.
- Asbestos has been used throughout the building and construction industry. It was:
  - Mixed with plaster and wallboard for strength and support.
  - Sprayed onto wall, ceilings, and steel girders for fireproofing.
  - Wrapped around pipes, boilers and heating ducts for insulation.
  - Even in floor and ceiling tiles.
- Several types of workers need to know about the hazards of working with or near Asbestos:
  - Custodial.
  - Engineering.
  - Maintenance.
- Asbestos hazards are so serious that OSHA has issued a Standard requiring that employees be:
  - Trained
  - Monitored.
  - Protected.
- As part of the training in this program, you will learn:
  - The health risks and effects of long-term Asbestos exposure.
  - How to recognize and deal with possible Asbestos hazards.
  - The content of your employer's Asbestos Management Plan.
- Asbestos fibers can float in the air for long periods of time, and can be easily inhaled.
  - They can cause severe damage to the lungs.
  - Yet in most instances there are not any immediate side-effects.
- This exposure to Asbestos fibers can lead to a disease known as "Asbestosis."
  - It can cause shortness of breath.
  - It may cause enlargement of the heart.
  - In extreme cases, it can even cause death.
- Long-term exposure to Asbestos fibers can also lead to cancer.
- People who smoke are especially vulnerable to Asbestos.
  - Cigarette smoke breaks down the lungs' defensive system, and leaves them vulnerable to Asbestos fibers.
  - Smokers are over 50 times more likely to become sick after long-term exposure to Asbestos.
- Some of the ways to reduce your exposure to Asbestos including knowing:
  - Where it is located in your work areas.
  - How to recognize potential problems.
  - What to do if you find damaged Asbestos materials.

- If Asbestos-Containing materials are located in your workplace, your facility will have an Asbestos Management Plan.
  - The plan will contain a list of Asbestos materials.
  - There should also be a sign o a label at each location to warn you about Asbestos.
  - Notify your supervisor if there is not a sign where Asbestos may be present.
- Asbestos materials that you may encounter generally fit into two categories:
  - Friable.
  - Non-Friable.
- "Friable" Asbestos material can be easily damaged or broken:
  - This can release dangerous fibers into the air.
- "Non-Friable" material is not damaged as easily, but can also release asbestos fibers.
- The three most common materials that contain Asbestos are:
  - Thermal system insulation.
  - Floor tiles.
  - Sprayed-on materials.
- Thermal system insulation is the most common type of "friable Asbestos material, and can be found on:
  - Boilers.
  - Utility pipes.
  - Ductwork.
  - Heating systems.
- Keep a look-out for possible problems with this Asbestos material.
  - Even a small tear in the insulation is a potential hazard
- If you encounter damaged insulation, minimize the chance of exposure by acting immediately.
  - Secure the area, even if you are not sure that the material contains Asbestos.
  - Post a warning sign.
  - Notify your supervisor, your facility's environmental manager or an outside company (if appropriate).
- If you cannot fix the situation immediately, you may be asked to temporarily patch the damaged area.
  - Before starting work, put on appropriate personal protective equipment.
  - This may include gloves, a respirator and disposable overalls.
  - Wrap the damaged material with strong plastic.
  - Secure it with duct tape.
- The professionals will find a more permanent solution.
  - When they arrive, keep clear and let them do their work.
- Never handle or remove any Asbestos material unless authorized and properly equipped.
  - If Asbestos material needs to be removed, first talk to your supervisor to find out who in your facility is qualified.
- Floor tiles, as well as the glue used to stick the tiles to the ground, can also contain Asbestos.
  - Although floor tiles are non-friable, if they are damaged they can still release fibers.
  - Look for cuts, grooves or cracks in the material.
  - If you notice damage, seal off the area and notify your supervisor.
  - Do not grind, cut or break apart floor tiles, since this could release fibers.
- If you need to strip a floor's finish, use the "Wet Method."
  - Dampen the floor so fibers are less likely to become airborne.
  - Use a Low Abrasion Pad, at speeds of less than 300 rpm, for safe cleaning.

- Ceiling tiles may also contain Asbestos.
  - Be careful when changing light bulbs or replacing tiles.
  - Look for broken corners or other damaged areas.
  - Both are signs that the tiles may be releasing fibers.
- Asbestos may also be found sprayed onto ceilings and walls.
  - They are friable materials.
  - They must be handled with extreme caution.
- Sprayed on materials can also peel away from a surface, and the dust and debris could contain Asbestos.
  - Do not sweep or shovel material while "dry."
  - This stirs up fibers into the air where they can be inhaled.
  - Report the problem to your supervisor, who will arrange for clean-up and disposal.
- Depending on the job, you may be asked to assist in the repair or removal of Asbestos at your facility.
  - Make sure that you use proper personal protective equipment.
  - Although Asbestos is not a skin contact hazard, by wearing disposable overalls your decontamination will be much easier.
- You will also need to wear a respirator fitted with special filters, to help prevent you from inhaling fibers.
  - The respirator must be the right size and shape for your face.
  - "Fit test" the respirator to prevent gaps between your face and the mask, so Asbestos fibers cannot "leak" through.
  - You'll be trained to clean and maintain your respirator, as well as how and when to change the filters.
- When cleaning up any Asbestos-Containing materials, never use an ordinary vacuum.
  - Even a shop-grade vacuum will send fibers into the air.
  - Vacuums used for Asbestos clean-up must be fitted with special HEPA filters.
  - These "High Efficiency Particulate" fibers prevent the release of Asbestos fibers into the air.
- Remember to use the "wet method" during clean-up activities.
  - Make sure the Asbestos is wet before, during and after handling, even if a HEPA vacuum is used.
  - After any clean-up, "wet wipe" the area with a damp cloth.
  - Be sure to dispose of the cloth properly.
- Asbestos materials must be properly bagged and labeled.
  - Use only official "Asbestos Disposal Bags" for this purpose.
  - When labeling a bag, use a "Generator Label" which lists the name and address of your facility.
- If an Asbestos Disposal Bag becomes torn, seal it immediately with tape.
  - Place the damaged bag inside a new bag and reseal it.
  - Place a Generator label on the new outer bag.
  - Remember, Asbestos is a regulated waste (it must be hauled to a licensed landfill).
- When helping with an Asbestos cleanup, you may be asked to wear an Air Sampling Device.
  - It measures the airborne concentration of Asbestos fibers in your work area.
  - An air pump is strapped to your waist, and a sampling cassette is taped to the front of your shoulder.
  - After you turn in the cassette, the air sample is analyzed for Asbestos content.
- After any work with Asbestos materials, you must decontaminate yourself and your equipment.

  - This prevents the spread of Asbestos dust and debris.
  - Always use an official decontamination area.
  - It should be equipped with a HEPA vacuum, as well as a plastic drop cloth (to contain any loose fibers).
- Never eat, drink or smoke in these decontamination areas, or any other area where Asbestos is present.
  - This increases your chance of inhaling fibers.
- When decontaminating your clothing, never brush off dust or debris.
  - This sends Asbestos fibers into the air.
  - Use a HEPA vacuum to remove these materials from your clothing before taking it off.
  - Also vacuum your equipment and Asbestos Disposal Bags.
- Remember that your overalls will be contaminated, and must be disposed of as a regulated waste.
  - Seal them in as Asbestos Disposal Bag.
- Scrub your hands and face with soap and water before leaving work.
  - If possible, shower before leaving your facility as well.
  - If not, shower immediately when you get home.
  - This prevents exposure to your family or friends.
- To provide an additional safeguard, you may be asked to participate in a Medical Surveillance Program.
  - This makes certain that you are not exposed to dangerous amounts of Asbestos.
  - It will also verify that you can safely wear a respirator.
- To provide an additional safeguard, you may be asked to participate in a Medical Surveillance Program.
  - This makes certain that you are not exposed to dangerous amounts of Asbestos.
  - It will also verify that you can safely wear a respirator.
- The Medical Surveillance Program requires regular visits to a doctor.
  - You may be asked to take a “breathing capacity” test, or have X-rays taken of your lungs.
  - This is provided free of charge.
  - If you have any questions, consult with your supervisor.
- A review of the most important points of the program:
  - Asbestos may be a hidden danger, but it is not hard to find ways to protect yourself.
  - Know where Asbestos is located in your facility, and check your Asbestos Management Plan.
  - Inspect all Asbestos locations at least twice a year.
  - Record the results of these inspections in an Asbestos Log Book for future reference.
  - Do not disturb Asbestos-Containing materials unless absolutely necessary.
  - Take steps to prevent contamination during operations involving Asbestos.
  - Always remember to decontaminate after coming into contact with any Asbestos material.

LEAD ABATEMENT PROGRAM

This program has been put in place because Webcor/Obayashi recognizes that some of the work we do has the potential to expose our employees to lead. We want to do as much as is practically possible to protect them from lead exposure.

Prior to the start of a project, professionals/Industrial Hygienist in lead detection and abatement will be brought in to do an exposure assessment to determine whether the work environments Webcor/Obayashi employees will be operating in have the potential to expose them to lead. These professionals will be used to give Webcor/Obayashi direction as to how to proceed. It will be our goal to have lead abatement taken care of by licensed lead abatement professionals prior to the arrival of Webcor/Obayashi employees.

To help address OSHA's concerns and provide the lead awareness training needed by employees, this program is designed to present fundamental information.

Lead can be found in a number of workplace environments. Until recently, lead was a common component in paints of all kinds (which can create exposure whenever sanding, "sandblasting," scraping, or even demolition occurs).

Workplace experience and empirical studies have shown that lead is fairly easily absorbed into the body. Breathing airborne lead dust and fumes is the most common route of entry. Lead can also be absorbed if it comes into contact with the mouth or tongue.

Overexposure to lead can occur both on an "acute" basis, where large amounts of lead are absorbed into the body in a short period or time, or on a "long-term" basis where small amounts of lead are absorbed at any one time, eventually accumulating to cause significant health problems.

On May 4, 1993, OSHA published the Interim Final Rule for Lead Exposure in Construction. The Construction Standard establishes "Interim" procedures and work practices that must be followed in construction environments. The OSHA Standard and its compliance requirements are included at the end of this written program. The Lead Standards are "performance based"; the standard will tell you what you have to accomplish.

There is really only one General Requirement in the Lead Standards. This requirement also essentially defines the objectives of the standards as far as OSHA is concerned. That is:

- Employers must make sure that no employee is exposed to lead concentrations greater than 50 micrograms per cubic meter of air, averaged over an eight-hour period in any 24-hour day.

The rest of the standard addresses how to accomplish that goal.

Typically, OSHA requires that you use the following methods to protect your employees:

- Engineering controls.
- Work-practice controls.
- Respiratory protection.
- Personal protective clothing and equipment other than respirators.

- Hygiene facilities and practices.
- Housekeeping.
- Employee information and training.

OSHA requires that every employer who is covered by these Standards provide "Information and Training." For employers in the Construction Industry, it requires that they meet the training requirements of the Hazard Communication Standard ("Right To Know"). Information that must be given employees under the Hazard Communication Standard includes:

- The hazards associated with lead exposure.
- Warning signs and labels that can be found on materials containing lead.
- How to find information about materials containing lead on Material Data Safety Sheets (MSDS).
- Use of personal protective equipment.

THE WRITTEN COMPLIANCE PROGRAM

Prior to the start of a project, professionals/Industrial Hygienist in lead detection and abatement will be brought in to do an exposure assessment to determine whether the work environments Webcor/Obayashi employees will be operating in have the potential to expose them to lead.

These professionals will give Webcor/Obayashi direction as to how to proceed. It will be our goal to have lead abatement taken care of by licensed lead abatement professionals prior to the arrival of Webcor/Obayashi employees.

INCIDENT REPORTING INSTRUCTIONS

☐ 1. Ensure the safety and security of the individual(s) that were injured or involved, other people on site, the public and the project.

☐ 2. If this is a 911 emergency consult your Crisis Management Plan.

☐ 3. All incidents requiring clinic visits contact Danielle DiRicco at 510-476-2578 or 650-520-4251.

☐ 4. Take photos of the incident scene and surrounding area immediately. Include these photos in the investigation report. Please number, date, use arrows to indicate specific targets, etc.

☐ 5. Contact your Area Safety Director/Manager.

☐ 6. For Webcor/Obayashi Field and Salaried employees complete the entire Incident Investigation Packet thoroughly. The DWC1 form will need to have signatures by both the employee and employer and a copy of the signed form must be given to the employee. You have a maximum of 24 hours to complete the packet. Send all forms via email or fax to Danielle DiRicco at fax number 510-476-3066.

☐ 7. For Subcontractor injuries complete the following forms. You have a maximum of 24 hours to complete the forms. Send all forms via email or fax to Danielle DiRicco at fax number 510-476-3066.

a. Incident Investigation Packet
b. Injured Worker's Statement
c. Supervisor's Statement
d. Witness Statement

☐ 8. Before leaving the doctor's office, obtain the **Physician's Release/Work Status and the Job Analysis/Work Recommendations Report** from the clinic/hospital doctor after each doctor's visit via email or fax to Danielle DiRicco at 510-476-3066.

☐ 9. Provide training certificates, orientation documentation, Job Hazard Analysis for this specific task to include in the Incident Investigation Packet.

☐ 10. Contact your Area Safety Director/Manager if the injured worker must be hospitalized over twenty-four (24) hours for more than observation. OSHA must be contacted within eight (8) hours of the incident by the Area Safety Director/Manager or designated person.

☐ 11. In the event an incident results in a recordable, lost time or near miss a Root Cause Analysis (RCA) shall be performed. The RCA will be scheduled by the Area Safety Director/Manager and participation by the designated project team members is required. See attached Root Cause Analysis instructions.

INCIDENT INVESTIGATION REPORT FORM

#1 Employer Information:

Company Name: _____ WC Policy Number: _____

Mailing Address: _____

Nature of Business (type of contractor):_____

Job Site Name: _____ Project Number: _____

Job Site Address: _____

#2 Employee Information:

Employee Name: _____

Address: _____

Street Address City State Zip Code

Social Security Number: _____-_____-_____ ☐ Male ☐ Female

Phone Number: (___) _____ Date of birth: ____/____/____ Date hired: ____/____/____

Job Title: _____

Employee usually works: _____hours per day, _____days per week, _____ total weekly hours

Employment Status: ☐ Full Time ☐ Part Time ☐ Temporary ☐ Seasonal

Gross wages/salary: $_____ per _____

#3 Injury / Illness Information

Date of Incident: _____ Day of Week: _____Time of Incident: _____

Time Employee Began Work: _____If Employee Died, Date of Death: _____

Type of Injury: _____ Part of body injured: _____

Exact Location of Incident (Bldg. Level/Area): _____

Employee's Direct Supervisor: _____Were they working on a crew? ☐ Yes ☐ No

PPE worn at time of incident (list):_____

Were other workers injured in this event? ☐ Yes ☐ No

Date reported to Webcor/Obayashi: _____, to whom: _____

Was the employee taken to a medical facility offsite? ☐ Yes ☐ No Date: _____

Treating Facility & Phone Number: _____

INCIDENT INVESTIGATION REPORT FORM (continued)

Physician's Name: _____

Employee Returned to: ☐ Regular Work ☐ Modified Work If not, estimated return date: _____

Were they unable to work for at least one day after date of injury? ☐ Yes ☐ No

Date Last Worked: _____ Date Returned to Work: ____ is employee still off work? ☐ Yes ☐ No

Was the employee paid full wages for date of injury or last day worked? ☐ Yes ☐ No

Is the employee's salary being continued? ☐ Yes ☐ No

Equipment, materials and chemicals the employee was using when event or exposure occurred (i.e., Acetylene, welding torch, tractor, scaffold)? _____

_____

_____

_____

_____

_____

General activity at time of incident (i.e., concrete)? _____

_____

_____

_____

_____

Specific task at time of incident (i.e., Finishing)? _____

_____

_____

_____

_____

INCIDENT INVESTIGATION REPORT FORM (continued)

#4 Description of the Incident (not to be completed by injured worker):

NOTE: This does not take the place of a witness Statement. Describe in detail the circumstances of the incident (attach diagrams, drawings and/or photos of accident scene). Give a chronological sequence of events. If materials and/or equipment were involved, start before the materials/equipment were brought to the incident scene describing who, what, where, when, how:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

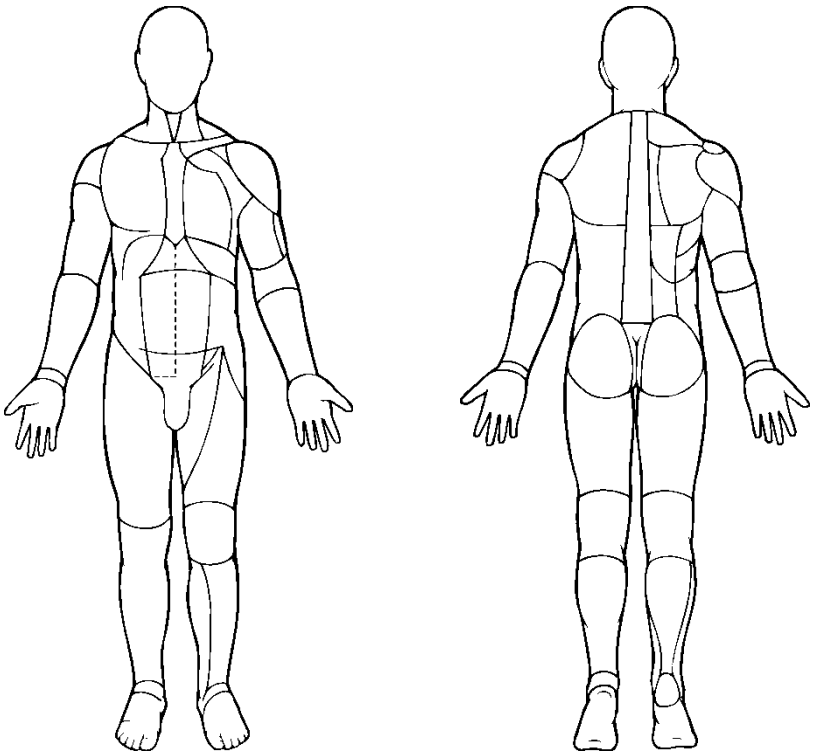
_____

_____

_____

_____

Please indicate the location of all incurred injuries and describe the type of injury. For example, for a laceration to the right palm – shade the right hand palm and write laceration next to it connected by a line.



INCIDENT INVESTIGATION REPORT FORM (continued)

#5 Additional Information

Name of witnesses and others working with injured worker (attach witness statements):

_____

Object, substance, equipment involved in incident (desc/model/serial #):_____

_____

List PPE worn at time of incident: _____

Safety equipment, PPE & training required for job: _____

_____

Does employee normally operate this equipment? ☐ Yes ☐ No

Was employee instructed in the safe use of this equipment? ☐ Yes ☐ No

When/how? – Describe in detail & attach copies of equipment certifications):_____

_____

Was any defect with the equipment noted or reported prior to accident/incident? ☐ Yes ☐ No

Were standard work procedures followed? ☐ Yes ☐ No If no, why not – describe in detail, attach additional sheets if necessary and attach a copy of the standard site procedures._____

_____

Was a safety rule or specific instruction violated? ☐ Yes ☐ No If yes, what – describe in detail, attach additional sheets if necessary and attach a copy of the rule/regulation? _____

_____

When was the last safety meeting conducted? _____

When was the last jobsite audit conducted? _____

Attach copies of the last safety meeting agenda with sign-in sheet and Job Hazard Analysis for specific task.

#6 Completing Report:

Supervisor Completing Report:
Name: _____
Signature: _____
Date report prepared:

Management Review By:
Name: _____
Signature: _____

_____

State of California
Department of Industrial Relations
DIVISION OF WORKERS' COMPENSATION

Estado de California
Departamento de Relaciones Industriales
DIVISION DE COMPENSACIÓN AL TRABAJADOR

WORKERS' COMPENSATION CLAIM FORM (DWC 1)

PETITION DEL EMPLEADO PARA DE COMPENSACIÓN DEL TRABAJADOR (DWC 1)

Employee: Complete the **"Employee"** section and give the form to your employer. Keep a copy and mark it **"Employee's Temporary Receipt"** until you receive the signed and dated copy from your employer. You may call the Division of Workers' Compensation and hear recorded information at **(800) 736-7401.** An explanation of workers' compensation benefits is included as the cover sheet of this form.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them.

Empleado: *Complete la sección* ***"Empleado"*** *y entregue la forma a su empleador. Quédese con la copia designada* ***"Recibo Temporal del Empleado"*** *hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la Division de Compensación al Trabajador al* ***(800) 736-7401*** *para oìr información gravada. En la hoja cubierta de esta forma esta la explicatión de los beneficios de compensación al trabjador.*

Ud. también debería haber recibido de su empleador un folleto describiendo los benficios de compensación al trabajador lesionado y los procedimientos para obtenerlos.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "felonia".

Employee—complete this section and see note above ***Empleado—complete esta sección y note la notación arriba.***

1. Name. *Nombre.* _____ Today's Date. *Fecha de Hoy.* _____
2. Home Address. *Dirección Residencial.* _____
3. City. *Ciudad.* _____ State. *Estado.* _____ Zip. *Código Postal.* _____
4. Date of Injury. *Fecha de la lesión (accidente).* _____ Time of Injury. *Hora en que ocurrió.* _____ a.m. _____ p.m.
5. Address and description of where injury happened. *Dirección/lugar dónde occurió el accidente.* _____
6. Describe injury and part of body affected. *Describa la lesión y parte del cuerpo afectada.* _____
7. Social Security Number. *Número de Seguro Social del Empleado.* _____
8. Signature of employee. *Firma del empleado.* _____

Employer—complete this section and see note below. ***Empleador—complete esta sección y note la notación abajo.***

9. Name of employer. *Nombre del empleador.* _____
10. Address. *Dirección.* _____
11. Date employer first knew of injury. *Fecha en que el empleador supo por primera vez de la lesión o accidente.* _____
12. Date claim form was provided to employee. *Fecha en que se le entregó al empleado la petición.* _____
13. Date employer received claim form. *Fecha en que el empleado devolvió la petición al empleador.* _____
14. Name and address of insurance carrier or adjusting agency. *Nombre y dirección de la compañía de seguros o agencia adminstradora de seguros.* _____
15. Insurance Policy Number. *El número de la póliza de Seguro.* _____
16. Signature of employer representative. *Firma del representante del empleador.* _____
17. Title. *Título.* _____ 18. Telephone. *Teléfono.* _____

Employer: You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative who filed the claim within **one working day** of receipt of the form from the employee.

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

Empleador: *Se requiere que Ud. feche esta forma y que provéa copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de* ***un día hábil*** *desde el momento de haber sido recibida la forma del empleado.*

EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD

☐ Employer copy/*Copia del Empleador* ☐ Employee copy/ *Copia del Empleado* ☐ Claims Administrator/*Administrador de Reclamos* ☐ Temporary Receipt/*Recibo del Empleado*

7/1/04 Rev.

Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility
Formulario de Reclamo de Compensación para Trabajadores (DWC 1) y Notificación de Posible Elegibilidad

Return to Work: To help you to return to work as soon as possible, you should actively communicate with your treating doctor, claims administrator, and employer about the kinds of work you can do while recovering. They may coordinate efforts to return you to modified duty or other work that is medically appropriate. This modified or other duty may be temporary or may be extended depending on the nature of your injury or illness.

Payment for Permanent Disability: If a doctor says your injury or illness results in a permanent disability, you may receive additional payments. The amount will depend on the type of injury, your age, occupation, and date of injury.

Vocational Rehabilitation (VR): If a doctor says your injury or illness prevents you from returning to the same type of job and your employer doesn't offer modified or alternative work, you may qualify for VR. If you qualify, your claims administrator will pay the costs, up to a maximum set by state law. VR is a benefit for injuries that occurred prior to 2004.

Supplemental Job Displacement Benefit (SJDB): If you do not return to work within 60 days after your temporary disability ends, and your employer does not offer modified or alternative work, you may qualify for a nontransferable voucher payable to a school for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law based on your percentage of permanent disability. SJDB is a benefit for injuries occurring on or after 1/1/04.

Death Benefits: If the injury or illness causes death, payments may be made to relatives or household members who were financially dependent on the deceased worker.

It is illegal for your employer to punish or fire you for having a job injury or illness, for filing a claim, or testifying in another person's workers' compensation case (Labor Code 132a). If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your claims administrator first to see if you can resolve it. If you are not receiving benefits, you may be able to get State Disability Insurance (SDI) benefits. Call State Employment Development Department at (800) 480-3287.

You can obtain free information from an information and assistance officer of the State Division of Workers' Compensation, or you can hear recorded information and a list of local offices by calling **(800) 736-7401**. You may also go to the DWC web site at **www.dir.ca.gov**. Link to Workers' Compensation.

You can consult with an attorney. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their web site at **www.californiaspecialist.org**.

impuestos. Los pagos por incapacidad temporal son dos tercios de su pago semanal promedio, con cantidades mínimas y máximas establecidas por las leyes estatales. Los pagos no se hacen durante los primeros tres días en que Ud. no trabaje, a menos que Ud. sea hospitalizado(a) de noche, o no pueda trabajar durante más de 14 días.

Regreso al Trabajo: Para ayudarle a regresar a trabajar lo antes posible, Ud. debe comunicarse de manera activa con el médico que le atienda, el/la administrador(a) de reclamos y el empleador, con respecto a las clases de trabajo que Ud. puede hacer mientras se recupera. Es posible que ellos coordinen esfuerzos para regresarle a un trabajo modificado, o a otro trabajo, que sea apropiado desde el punto de vista médico. Este trabajo modificado, u otro trabajo, podría extenderse o no temporalmente, dependiendo de la índole de su lesión o enfermedad.

Pago por Incapacidad Permanente: Si el doctor dice que su lesión o enfermedad resulta en una incapacidad permanente, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, su edad, su ocupación y la fecha de la lesión.

Rehabilitación Vocacional: Si el doctor dice que su lesión o enfermedad no le permite regresar a la misma clase de trabajo, y su empleador no le ofrece trabajo modificado o alterno, es posible que usted reúna los requisitos para rehabilitación vocacional. Si Ud. reúne los requisitos, su administrador(a) de reclamos pagará los costos, hasta un máximo establecido por las leyes estatales. Este es un beneficio para lesiones que ocurrieron antes de 2004.

Beneficio Suplementario por Desplazamiento de Trabajo: Si Ud. no vuelve al trabajo en un plazo de 60 días después que los pagos por incapcidad temporal terminan, y su empleador no ofrece un trabajo modificado o alterno, es posible que usted reúne los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un nuevo entrenamiento y/o mejorar su habilidad. Si Ud. reúne los requisitios, el administrador(a) de reclamos pagará los costos hasta un máximo establecido por las leyes estatales basado en su porcentaje del incapicidad permanente. Este es un beneficio para lesiones que ocurren en o después de 1/1/04.

Beneficios por Muerte: Si la lesión o enfermedad causa la muerte, es posible que los pagos se hagan a los parientes o a las personas que vivan en el hogar, que dependían económicamente del/de la trabajador(a) difunto(a).

Es ilegal que su empleador le castigue o despida, por sufrir una lesión o enfermedad en el trabajo, por presentar un reclamo o por atestiguar en el caso de compensación para trabajadores de otra persona. (El Codigo Laboral sección 132a). Si es probado, puede ser que usted reciba pagos por perdida de sueldos, reposición del trabajo, aumento de beneficios, y gastos hasta un límite establecido por el estado.

Ud. tiene derecho a estar en desacuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su administrador(a) de reclamos, para ver si usted puede resolverlo. Si usted no está recibiendo beneficios, es posible que Ud. pueda obtener beneficios de Seguro Estatal de Incapacidad (SDI). Llame al Departamento Estatal del Desarrollo del Empleo (EDD) al (800) 480-3287.

Ud. puede obtener información gratis, de un oficial de información y asistencia, de la División estatal de Compensación al Trabajador *(Division of Workers' Compensation – DWC)*, o puede escuchar información grabada, así como una lista de oficinas locales, llamando al **(800) 736-7401**. Ud. también puede ir al sitio electrónico en el Internet de la DWC en **www.dir.ca.gov**. Enlácese a la sección de Compensación para Trabajadores.

Ud. puede consultar con un(a) abogado(a). La mayoría de los abogados ofrecen una consulta gratis. Si Ud. decide contratar a un(a) abogado(a), sus honorarios se tomarán de sus beneficios. Para obtener nombres de abogados de compensación para trabajadores, llame a la Asociación Estatal de Abogados de California *(State Bar)* al (415) 538-2120, ó vaya a su sitio electrónico en el Internet en **www.californiaspecialist.org**.

INJURED WORKER STATEMENT

Date: _____ Project Name: _____

Name: _____Date of Birth: _____

Address: _____ City, State, Zip _____

Phone: _____ _____Phone 2:_____

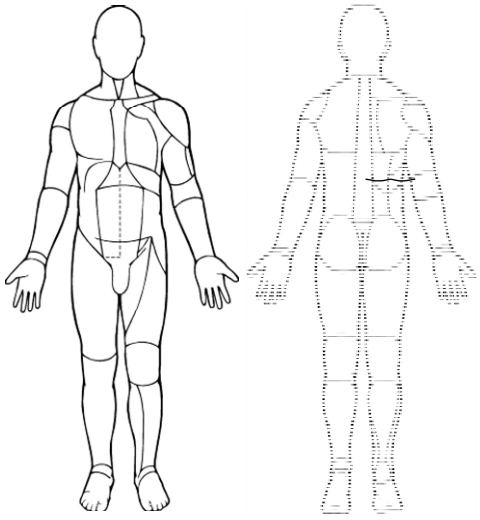
Date of Incident: _____Time of Incident: _____ □ AM □ PM

What happened? (Explain in Detail)

_____
_____
_____
_____
_____
_____
_____
_____
_____

List names of co-workers that witnessed the incident:

_____
_____



To what part of the body was the injury sustained?
(Please print in this space and mark with "X" on diagram)

_____
_____

Employee Signature: _____

EMPLOYEE WITNESS STATEMENT

Date: _____ Project Name: _____

Name of witness_____ Company: _____

Address: _____ City, State, Zip _____

Phone: _____ Phone 2:_____

Date of Incident: _____ Time of Incident: _____ □ AM □ PM

Name of injured worker: _____

What happened? (Explain in Detail)

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

I believe the preceding statement to be true to the best of my knowledge.

Witness Signature: _____

SUPERVISOR STATEMENT

Date: _____ Project Name: _____

Name of supervisor_____ Company: __ _____

Address: _____ City, State, Zip _____

Phone: _____Phone 2:_____

Date of Incident: _____Time of Incident: _____ □ AM □ PM

Name of injured worker: _____

What happened? (Explain in Detail)

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

I believe the preceding statement to be true to the best of my knowledge.

Supervisor Signature: _____

RETURN TO WORK PROGRAM

Modified work is defined as the temporary period of time when the employee first comes back to work with restrictions or job modifications, until the time when they are fully functional in their job or the Company determines that it cannot reasonably accommodate the work restrictions.

Webcor/Obayashi will attempt to provide modified work that allows our injured employees an opportunity to return to work on a modified work status whenever possible. This modified work process will focus on your abilities and we will attempt to make the necessary accommodations for your work restrictions.

When an employee reports an injury, they will be given certain forms and may be taken to a doctor for treatment and/or an examination. If the doctor determines that the employee qualifies for our Return to Work Program, the doctor will complete a work status report with the recommended restrictions for modified duty. Webcor/Obayashi will then review the work status report and to the extent possible provide modified work until the employee is able to return to full duty. Modified work may be offered at any project and/or any shift.

You must inform your doctor that there is modified work available to you, regardless of your work restrictions. You must also report to work immediately if possible, or by the next working day to inform your supervisor in any changes to your work restrictions. You must give your supervisor your written work status from the doctors listing all work restrictions. You may not return to work without release from your doctor.

This letter serves as notice to you that modified work is available to you. Failure to return to the position that is available may affect your employment with Webcor/Obayashi.

Webcor/Obayashi feels it is important to create an environment that allows injured employees an opportunity to recover to their maximum potential and, whenever possible, continue to contribute to the success of our organization.

☐ I have read and fully understand the above policy for Webcor/Obayashi Return-To-Work Program. Signing this form states that I will accept modified duty.

_____	_____	___/____/____
Employee Name (Printed)	Employee Signature	Date

RETURN TO WORK AGREEMENT

Webcor/Obayashi has modified work available that allows our injured employees an opportunity to return to work on a modified work status whenever possible. This modified work process will focus on your abilities and we will attempt to make the necessary accommodations for your work restrictions.

Information received from Dr. _____indicates that although you are not able to perform all of your customary job duties, you may perform other modified duties as of ___/___/_____ that are within the following restrictions/capabilities:

We request that you report on:

Date: _____ Report to: _____
Time: _____ Days Per Week: _____
Address: _____ Hours Per Day: _____
Phone: _____

** Wages will not be affected by this agreement.*

Modified work is defined as the temporary period of time when the employee first comes back to work with restrictions or job modifications, until the time when they are fully functional in their job or the Company determines that it cannot reasonably accommodate the work restrictions.

This letter serves as notice that modified work is available to you. Failure to return to the position that is available may affect your workers' compensation benefits and may be grounds for termination.

Webcor/Obayashi feels it is important to create an environment that allows injured employees an opportunity to recover to their maximum potential and continue to contribute to the success of our organization.

☐ I _____ agree to the restrictions given to me by the doctor and will report For modified duty on ___/____/_____.

☐ I declined this modified work position.

_____ ____/_____/_____
Employee Signature Date

If you have any questions or concerns, please contact Danielle DiRicco at 510-476-2578 or 650-520-4251.

MODIFIED DUTY OFFER LETER

3/20/2008

Jane Doe
1234 Happy Lane
San Francisco, CA 94105

Re: Bona Fide Offer for Modified Duty
Dear Jane Doe:

Webcor/Obayashi has offered you modified duty to accommodate the restrictions given by your doctor. Our records show that you have not shown up to work or called your Supervisor in 3 days, we would like to offer you once again modified duty to help you transition back to your full capacity.

We believe this assignment is within your capabilities as described by your doctor. You will only be assigned tasks consistent with your physical abilities, skills and knowledge. If any training is required to do this assignment, it will be provided.

Job title: _____

Description of physical requirements of this position_____
_____

Address: _____

Work Hours: From: (_____) To: (_____)

(Wages will not be affected)

Job: _____Supervisor_____

-Attached is a copy of the letter you signed at the doctor's appointment when you were put on modified duty, stating you agreed to accept modified/light duty.
-Attached is a copy of the doctor's status report with your restrictions.

This job offer will remain open for 48 hours from your receipt of this letter. If we do not hear from you within 48 hours, we will assume that you have refused this offer and this may be grounds for termination.

We look forward to your return. If you have any questions, please do not hesitate to contact me at: 510-476-2578 or 650-520-4251 or email me at **ddiricco@webcor.com**

Sincerely,

DO NOT USE.
FOR USE BY SAFETY SPECIALIST ONLY.

Danielle DiRicco
Safety Project Assistant

ELEVATED WORK

Policy & Scope

All contractors have the duty to provide fall protection for all workers potentially exposed to a fall situation. *Safety harness is the only acceptable means of personal fall arrest system permitted on this site, the use of safety body belts is not acceptable and violates federal OSHA standard 1926.502 (d).*

Pre-Task Planning/Job Hazard Analysis

Work activities that expose worker(s) to fall hazards of 6 feet or more, work on/around scaffolding, as well as overhead work requiring the worker to be 6 feet or more above the work platform are activities defined by Webcor/Obayashi to be High Hazard and therefore require detailed, written pre-task planning.

Duty to have Fall Protection

All workers must be protected from the hazard of falls whenever work is being completed at heights of six feet (6') or greater measured from the work platform to the bottom of the sole of the foot. The six-foot rule, at minimum, applies to the following conditions:

- Ladders
- Walking and working surfaces
- Unprotected sides and edges
- Hoist areas
- Holes
- Formwork and reinforcing steel
- Ramps, runways, and other walkways
- Excavation and trenching
- Dangerous or large pieces of equipment
- Overhand bricklaying and related work
- Precast concrete erection
- Wall openings
- Floor openings
- Leading edge
- Scaffolding erection/dismantle
- Any additional circumstance that may be deemed necessary by Webcor/Obayashi.

Fall Protection Systems

Anytime a potential fall hazard of 6 feet or more exists, a suitable fall protection system must be provided to protect the worker. Examples of suitable systems include the following:

- Guardrail Systems
- Warning Line Systems
- Safety Net Systems
- Positioning Device Systems
- Personal Fall Arrest Systems

Falling Object Protection Systems

Anytime a potential hazard of falling objects exists, suitable systems must be provided to protect workers. Examples of suitable fall object protection systems include the following:

- Covers
- Toeboards
- Canopies
- Debri Nets

Safety Monitoring Systems

Webcor/Obayashi does not recognize the use of safety monitors as an effective means of ensuring the safety of persons at elevated heights; hence, the use of a safety monitor is only allowed when all other means have been demonstrated to be infeasible. A member of Webcor/Obayashi Project Management, competent in fall protection, will make the final determination, and then only after a written fall protection plan limited to the actual work to be performed is approved by Webcor/Obayashi.

Personal Fall Arrest Systems

Personal fall arrest systems are designed to control the fall of a worker and minimize the injury once a worker has fallen. Personal fall arrest systems consist of the following components:

- Full body harness (body wear)
- Shock absorbing lanyard or retractable (connecting device)
- Tie off point (anchorage)
- Training

Specific Requirements

- Safety harness is the only acceptable means of personal fall arrest system permitted on any Webcor/Obayashi project; the use of body belts is not acceptable for fall protection (including positioning systems).
- Retractable lanyards are the most preferred fall protection systems for this project.
- Each subcontractor and tiered subcontractor is responsible for providing and requiring the use of safety harnesses, lifelines and lanyards when workers are exposed to a fall of 6 feet or greater.
- All subcontractors must provide safety harness at their cost when fall protection is required.
- All lanyards must be equipped with locking snap hooks.
- Appropriate shock absorbing lanyards will be used for fall protection when they do not create a greater hazard due to the length of the potential fall.
- Shock absorbing lanyards are not to be used in combination with a retractable lanyard.
- Any safety harness, lifeline or lanyard actually subjected to in-service loading MUST be immediately removed from service and should not be used again for worker safeguarding.
- Fall arrest equipment should be removed from service when evidence of wear is detected.
- Retractable lifelines are preferred where direct anchorage is not available.
- All safety harnesses, lifelines and lanyards must have a nominal breaking strength of 5,000 lbs (5,400 lbs in CA).
- The anchorage (tie off point) must be capable of withstanding a minimum 5,000 lbs (5,400 lbs in CA) tensile strength per worker attached.
- Anchorage used for attachment of personal fall arrest equipment should be secured above the point of operation whenever possible
- Anchorage, tie off, must generally be above the worker's head.

- Anchorage must be high enough that the worker will not strike any lower level surface or object should a fall occur.
- All fall protection equipment shall be inspected daily/monthly and before each use, with documentation made available upon request that it is in proper working order.

Rescue Plans
Specific plans for rescue of workers should be developed and rehearsed prior to initiating work requiring the use of fall protection. Rescue plans and the basic work plan should be submitted to the Webcor/Obayashi Project Management for review and comment. Concerns expressed by Webcor/Obayashi Project Management or any other reviewing authority shall be addressed fully prior to exposing any worker to the elevated work area.

Floor & Wall Openings and Guard Rail Systems
To control conditions where there is a danger of workers or materials falling through floor, roof, perimeter edges or wall openings, such openings should be covered/protected and marked with a warning sign (i.e., DANGER HOLE, DO NOT REMOVE).

All protection systems are to be maintained at all times. Any violation that is not rectified immediately will result in removal of the responsible supervisor. Further violations will result in termination for cause of the responsible subcontractor's contract.

Floor Openings
Floor opening covers should be capable of supporting the maximum intended floor load and installed so as to prevent accidental displacement. Covers should be distinctively marked and anchored. For purposes of covering, a floor opening is defined as any opening from 2" up to 16 square feet. All others must be protected with top and intermediate rail and toe board.

Rail Systems
- Standard Railing: A standard railing should consist of a top rail, intermediate/mid-rail, toeboard and posts:
  - The top rail should be approximately 42 inches from the upper surface of the rail to the floor, platform, or ramp level. The top rail should have a smooth surface throughout its length and be made of at least 2-inch by 4-inch stock, 3/8-inch double clamped wire rope or its equivalent. It should be secured to withstand a 200-pound, horizontal force with minimum deflection.
  - The midrail should be halfway between the top rail and the floor, runway, platform, or ramp. The ends of the rail should not overhang the terminal posts except when it does not constitute a projection hazard. The midrail sill should be made of at least 1-inch by 6-inch stock or its equivalent.
  - The toeboard should have a 4-inch minimum height and should be securely fastened in place with no more than 1/4 inch clearance above the floor level.
  - Wooden railing posts (verticals) should be made of at least 2-inch by 4-inch stock or its equivalent, and be spaced so as not to exceed 8 feet on center.
- Other Railings: Other types, sizes and arrangements of railing construction are acceptable, provided they meet the following requirements:
  - A smooth surfaced top rail approximately 42 inches above the floor.
  - Strength to withstand the minimum of 200 pound top rail pressure with a minimum of deflection.

- For specific material requirements, refer to applicable regulations.

Guard Rail Openings

- Work that requires the opening of guardrails or the removal of hole covers shall be approved in advance by the Webcor/Obayashi Project Management.
- Particular attention shall be given to the alternate means of fall protection required to safely perform the work and protect other workers in the vicinity of the fall exposure.
- Those who remove the rail, are responsible for replacing it in a manner meeting or exceeding local, state, federal, or Webcor/Obayashi practices, whichever may be more stringent.

Safety Nets

Safety nets will comply with CFR 1926.502 requirements. The use of safety nets may be allowed only after a written fall protection plan limited to the actual work to be performed is reviewed and approved by Webcor/Obayashi. Below are guidelines for Safety Nets:

- Safety nets should be provided by the subcontractor or tiered subcontractor when work places are more than 25 feet above the ground or other surfaces where the use of ladders, scaffolds, catch platforms, temporary floors, safety lines or safety harnesses are impractical. When safety net protection is required, operations should not be undertaken until the net is in place and has been thoroughly tested.
- Safety nets should extend 8 feet beyond the edge of the work surfaces where workers are exposed and should be installed as close under the work surface as practical. In no case should the safety net be more than 25 feet below the work surface. Nets should be hung with sufficient clearance to prevent the user's contact with surfaces or structures below. Clearances should be determined by impact load testing.
- The mesh size of the nets should not exceed 6 inches by 6 inches. All nets should meet accepted standards of 17,500 foot pounds minimum impact resistance, as determined and certified by the manufacturer, and should bear a label of proof test. Edge ropes should have a minimum breaking strength of 5,000 pounds. Forged steel safety hooks or shackles should be used to fasten the net to its supports. Connections between net panels should develop the full strength of the net.

Fall Protection Training

Subcontractors and all tier subcontractors must provide as a minimum, by a competent person, the following training. Documentation of training must be forwarded to Webcor/Obayashi upon request. Training must include, at a minimum:

- The nature of the fall hazards in the work area.
- The correct procedure for erecting, maintaining, disassembling and inspecting the fall protection systems to be used (the installation of personal fall protection systems cannot in themselves create a fall hazard exposure to the worker installing the system).
- The use and operations of guardrail systems, personal fall arrest systems, safety net systems, warning line systems, safety monitoring systems (refer to section 2.3 of this Appendix), controlled access zones and any other methods of protection to be used.
- The role of each worker in the safety monitoring system (refer to section 2.3 of this appendix) when this system is approved for use.
- The limitations on the use of mechanical equipment during the performance of roofing work on low-sloped roofs.

- The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection.
- The role of workers in fall protection plans.

Aerial Lifts

- Lifts should be inspected each day prior to use to verify they are in safe working condition. (Refer to Scissor/Boom Lift Inspection form at the end of this Appendix or use manufacturer's inspection guidelines.)
- Only authorized persons should operate an aerial lift, and must be trained on the equipment they will be operating.
- Always stand on the floor of the basket, do not sit or climb on the edge of the basket or use planks, ladders, or other devices for a work position.
- A body harness should be worn and a shock absorbing lanyard attached to the boom or basket when working from an aerial lift. Tying off to an adjacent pole, structure or equipment is not permitted.
- Boom and basket load limits specified by the manufacture should not be exceeded.
- The brakes should be locked and when outriggers are used, they should be positioned on pads or a solid surface. Wheel chocks must be used before using an aerial lift on an incline provided they can be safely installed.
- An aerial lift truck should not be moved when the boom is elevated with personnel in the basket.
- Aerial lifts should have both platform (upper) and lower controls. Upper controls should be in or beside the platform within easy reach of the operator. Lower controls should provide for overriding the upper controls. Controls should be plainly marked as to their function. Lower level controls should not be operated unless permission has been obtained from the employee in the lift, except in case of emergency.
- Lifts must be thoroughly inspected to determine if they require two hands or a hand and a foot to operate. Any lift that does not meet these conditions must immediately be removed from service and either returned, replaced, or modified to meet this requirement.
- A spotter may be needed when there is a potential for operator injury due to physical contact with facility systems or structures or in congested areas. Spotters may also be needed when there is a potential for damage to sensitive facility systems or structures.

Scissor Lifts

- Lifts should be inspected each day prior to use to determine that they are in safe working condition (refer to Scissor/Boom Lift Inspection form at the end of this Appendix or use manufacturer's inspection guidelines).
- Only authorized persons should operate a scissor lift, and must be trained on the equipment they will be operating.
- Lifts should be operated in accordance with manufacturer's recommendations.
- Lifts must be thoroughly inspected to determine if they require two hands or a hand and a foot to operate. Any lift that does not meet these conditions must immediately be removed from service and either returned, replaced, or modified to meet this requirement. If the requirement cannot be met for a two-hand controlled scissor lift, and a lift is unavailable to meet this requirement, a spotter will be needed for all equipment movement (other than incidental movement where there is no potential for operator injury due to physical contact with facility systems or structures).

Note: A spotter may be needed when there is a potential for operator injury due to physical contact with facility systems or structures and in congested areas. Spotters may also be needed when there is a potential for damage to sensitive facility systems or structures.

RESPIRATORY PROTECTION PROGRAM

Purpose
The purpose of this plan is to establish a program and procedures for wearing respiratory protection at **WEBCOR/OBAYASHI.**

This program supports compliance with the Occupational Safety and Health Administration Respiratory Protection Standard as found in 29 CFR 1910.134. This program applies to all company employees who work in areas whose exposures to airborne contaminants require the use of respirators.

Definitions
Dusts: Particles released during work operations such as grinding and sawing.

Fit Testing: The process of making sure that an employee's respirator fits property and will provide the necessary protection without any leaks.

Fumes: Vaporized, condensed metals such as lead that may be present during welding operations.

Gases: Examples include nitrogen, methane, and carbon monoxide.

IDLH: An OSHA hazard classification—"Immediately Dangerous To Life & Health." An atmospheric condition that poses an immediate hazard to life or poses immediate irreversible debilitating effects on health.

Mists: Particles of liquid released during operations such as spray painting.

NIOSH: National Institute for Occupational Safety and Health; an agency that establishes minimum performance standards for respirators and tests and approves respirators for various uses.

Vapors: Gaseous forms of a liquid such as paint solvents.

Responsibilities

The Program Administrator
Responsible for:

- Issuing and administering this program and making sure that the program satisfies the requirements of all applicable federal, state, or local respiratory protection requirements.
- Providing initial and periodic training to employees on respiratory protection requirements.
- Conducting hazard assessments where respiratory hazards may be present.
- Assisting managers and supervisors in the selection of appropriate respiratory protection for use on their jobsites.
- Auditing the respiratory protection program to ensure its continued effectiveness.

The Purchasing Agent will be the Jobsite Superintendent.
Responsible for:

- urchasing respiratory protection equipment.
- Assuring that all equipment purchased is approved by NIOSH/MSHA.

Superintendents Whose Jobsites Are Required To Wear Respiratory Equipment.
Responsible for:

- Knowing the hazards in their areas that require respiratory protection.
- Knowing the types of respirators that need to be used.
- Enforcing the wearing of respiratory protection in the areas where it is required.
- Making sure employees are knowledgeable about the respiratory requirements for the areas in which they work.
- Providing training on hazardous chemicals to employees.

Employees Who Are Required To Wear Respiratory Protection.
Responsible for:

- Wearing appropriate respiratory protection.
- Properly maintaining their respiratory protection equipment and keeping it in a clean and operable condition.

Program Activities

General

- Respiratory hazards will be assessed on the jobsite and appropriate protection will be provided for all affected employees.
- Employees are required to wear respiratory protection wherever respiratory hazards exist.
- Respiratory protection is stored and issued from the jobsite office.
- Efforts will be made to minimize the use of hazardous chemicals in the workplace.
- If the use of hazardous chemicals creates an imminent-danger situation, the operation will be discontinued.

Selection and Use of Respirators

- Respirators will be selected according to the type of activity for which they will be used and the type of potential air contaminants associated with these activities.
- Only NIOSH/MSHA approved respirators will be used.
- All respirator protection equipment will be used in accordance with the manufacturer's recommendations.
- In areas in which maintenance and sanitation services are unavailable or respiratory usage is limited, disposable respirators will be used.
- Non disposable respirators which are used exclusively by one person will be maintained and cared for by the wearer.
- All non disposable respirators which are used by more than one person will be cleaned and sanitized between each use.
- Jobsite Superintendents will be responsible for re-issuing of respirators.
- Chemical cartridge respirators will be stored in airtight, labeled containers between each use. All other respirators will be stored in a clean and sanitary manner and labeled with the wearer's name.
- Disposable respirators will be used until the cartridge or filter media requires replacement or when the face piece is dirty.

Respirator Inspection and Maintenance

- Respirators will be inspected by the wearer prior to each use.
- Supervisors on jobsites where respirators are used will verify that appropriate respirator protection is being used, inspected, and maintained properly.
- Non disposable respirators will be inspected according to the manufacturer's instructions.

Fit Testing

- All users of respirators will be fit tested to ensure a proper face piece-to-face seal.
- Employees whose facial hair interferes with the face piece-to-face seal will not be allowed to wear negative-pressure air-purifying respirators.

Training

- All employees who are required to wear respirators will receive training in their use, selection and appropriate maintenance.
- Training will provide an opportunity for the employee to handle the respirator, have it fitted property, test the face piece-to-face seal, wear it in normal air, and wear it in a test atmosphere.

Wearing Respirators In Emergency Situations

- Respiratory protection designated for emergency use will be inspected monthly.
- All employees who are expected to use emergency equipment will be trained in its use.

SILICA EXPOSURE PROGRAM

Purpose
The purpose of this policy is to establish procedures to protect employees from the health hazards associated with exposure to airborne crystalline silica generated by various construction activities. Due to the amount of work we do with concrete and masonry on almost any project; our workers have the potential for silica exposures through abrasive blasting, chipping, hammering, sawing, grinding or demolition of concrete.

Silicosis is a lung disease marked by hardening of lung tissue and symptoms such as shortness of breath, possible fever, fatigue and eventual respiratory failure. Silicosis also renders a person more susceptible to disease of the lungs, such as tuberculosis. Where there is concrete, there is a potential silica exposure so it is essential to monitor our work activities and take the necessary corrective actions to protect our employees.

Responsibilities
Project Supervision shall:
- Evaluate all work activities for silica exposures
- Institute engineering controls as a first line of protection to reduce silica exposures
- Institute all administrative/work practice controls to reduce silica exposures when feasible and when engineering controls have been explored and ruled out.
- Institute the use of respirators to reduce exposures when the above mentioned controls fail to reduce silica exposure levels
- Provide training identified in this policy when employees are exposed to silica hazards
- Provide necessary respirator protection as well as training in its proper use, when deemed necessary.

Craftsmen shall:
- Follow all work plans that identify engineering and administrative work practice controls to reduce their exposure to crystalline silica
- Wear respiratory protection to reduce their exposure to crystalline silica when deemed necessary by their supervisor
- Not eat, drink, use tobacco products or apply cosmetics in areas where there is dust containing crystalline silica

Procedure
Exposure Assessment
- Work tasks that must be monitored for crystalline silica exposure include by are not limited to:
  - Jack hammering and chipping
  - Grinding concrete
  - Tunneling
  - Sandblasting
  - Dry sweeping or blowing concrete debris, sand or rock dust
  - Demolition of concrete/masonry structures

- Crushing, loading, dumping rock or concrete
- Saw cutting concrete or rock
- Crystalline silica exposures must be maintained below the OSHA PEL of

$$\frac{10\text{mg/m3}}{(\text{Percentage Quartz}) + 2}$$

- Historical data from similar operations producing silica exposure can be used as exposure monitoring when feasible
- Assessment of worker exposure to respirable crystalline silica dust during various tasks associated with concrete finishing and demolition activities is performed annually by an Industrial Hygienist. Specific job tasks monitored include:
  - Grinding and Patching
  - Chipping
  - Demolition
  - Segregation, stockpile, and loading of concrete rubble

Engineering Controls

- When it has been determined that employees will be exposed to crystalline silica in excess of the PEL, engineering controls will be used as a first line of defense.
- Engineering controls include, but are not limited to:
  - Use of dust collection systems which are available for many dust generating tools and equipment
  - Wetting down the grinding or cutting surface to reduce dust emissions
  - During saw cutting, use equipment that provides water to the blade
  - During rock drilling, use water through the drill stem to reduce the amount of dust in the air
  - During abrasive blasting use abrasives with a low silica or no silica content
  - Use local exhaust ventilation to prevent dust from being released into the air
- In the event engineering controls fail to reduce worker silica exposure below the PEL administrative controls will be the next line of defense.

Administrative/Work Practice Controls

- When engineering controls cannot be utilized or are not effective to sufficiently reduce exposure to the inhalation of silica, administrative controls will be used when feasible to reduce the time of exposure for the employees
- Where work crews are of sufficient size, the pool of workers skilled in the operation of applicable tools, and job duration is sufficient to accommodate worker rotation, develop a program to reduce the exposure time of individual workers to silica.

Respirator Protection

- When engineering and administrative/work practice controls cannot be utilized or are not effective to sufficiently reduce exposure to inhalation of silica, respirators must be used to reduce employee exposures.
- Select respirators based on the criteria identified in the respirator protection section of this manual.

Follow-up Monitoring

- After initial assessment and institution of exposure controls, follow-up air monitoring will be conducted to assess the effectiveness of the controls put in place

- In the event that the follow-up monitoring reflects that instituted controls have not yet reduced employee exposures, the operations will cease, be re-evaluated and alternative controls will be explored to reduce employee exposures to silica

Training

- Employees will be trained in the following
  - Hazards of silica exposure
  - The requirements of this program
  - Engineering and administrative/work practice controls, if any, that have been instituted to control silica exposures
  - Personal protective equipment specific to their work assignments
  - The employees right of access to exposure monitoring and medical records.

Emergency Procedures

- Call 911
- Identify the injury
- Provide necessary first aid
- Ventilate the area
- Utilize the eye wash station
- Stabilize the person, wear PPE
- Don't move injured unless absolutely necessary
- Secure scene, make sure no one else can be hurt
- Release care of injured to emergency personnel
- Get medical screening if you come into contact with blood

CONCRETE CODE OF SAFE PRACTICES

Introduction

The concrete appendix is established to assist in conforming to the requirements for all construction activities involving concrete performed on Webcor/Obayashi projects. This includes, but is not limited to:

- Cast in Place
- Shoring & Reshoring
- Formwork/Falsework
- Post Tensioning
- Placing & Finishing
- Etc.

Definitions

Bull float means a tool used to spread out and smooth concrete.

Formwork means the total system of support for freshly placed or partially cured concrete, including the mold or sheeting (form) that is in contact with the concrete as well as all supporting members including shores, reshores, hardware, braces, and related hardware.

Limited access zone means an area alongside a masonry wall, which is under construction and which is clearly demarcated to limit access by employees.

Precast concrete means concrete members (such as walls, panels, slabs, columns, and beams) which have been formed, cast, and cured prior to final placement in a structure.

Reshoring means the construction operation in which shoring equipment (also called reshores or reshoring equipment) is placed, as the original forms and shores are removed, in order to support partially cured concrete and construction loads.

Shore means a supporting member that resists a compressive force imposed by a load.

Fall Protection

Workers working more than 6 feet above any adjacent working surface or placing reinforcing steel in walls, piers, columns, etc. should be protected by personal fall arrest system, guardrail system or equivalent device. In addition to the above general guidelines, the following specific guidelines will also apply

- Unless otherwise provided by a site specific fall protection plan, the placing of frames and stringers should be from below via appropriate ladders, temporary work platforms, false decks, scaffolds, or other similar work platforms.
- Unless otherwise provided by a site specific fall protection plan, the first several joists spread should be from below via appropriate ladders, temporary work platforms, false decks, scaffolds, or other similar work platforms. Once the first several joists are positioned, a work platform (e.g. 4x6 sheet of plywood or similar) should be placed on top of a placed joists and all further spreading of joists should take place from this work platform or successive sheets of plywood laid to extend

this platform. Work should take place from the center of the bay, with joists spaced no greater than 24" on center. Any work within 6' of the leading edge and greater than 6' above a lower working surface should be protected by a suitable fall protection system.

- Workers inside a Cunningham beam for, where the form leading edge is less than 39" in height and the worker is greater than 6' above a lower working surface, should be protected by a suitable fall protection system consisting of a catenary or similar pendant type line and personal fall arrest system.
- As soon as practical, a perimeter guardrail system should be established. For more information on guardrail systems refer to the Elevated Work Appendix.
- Special attention and consideration should be given to workers on ladders within 6' of leading edge such as when working on columns or wall forms. Additional fall protection measures may be required.
- When working on vertical reinforcing steel columns or falsework, fall protection should be set in advance from ladders, manually propelled elevated work platforms, or similar means so that 100% fall protection can be utilized.
- Workers on wall forms greater than six (6) feet above any adjacent working surface should be protected from falling by a personal fall arrest system or equivalent system. Ensure appropriate anchorage points are provided and utilized. Where applicable , a two hook system for 100% fall protection should be utilized.
- Workers who are placing or tieing reinforcing steel more than six (6) feet above any adjacent working surface should be protected from falling by personal fall arrest system or equivalent system.
- When workers are exposed to falls greater than six (6) feet above any adjacent working surface while erecting or dismantling shoring systems, they should have suitable fall protection as necessary utilize an appropriate anchorage point
- In addition to the above fall protection requirements, when erecting and dismantling shoring, a minimum of two scaffold grade planks should be used or other similar means, such as mobile scaffolding, lifts, etc. Planks should rest on horizontal frame members and not on cross bracing.
- The use of positioning systems as a sole means of fall protection is not permissible.

For additional information on fall protection requirements, refer to the Elevated Work Appendix.

Formwork/Falsework

General Guidelines

- Formwork, falsework and shoring should be designed, fabricated, erected, supported, braced and maintained so that it will be capable of supporting without failure all vertical and lateral loads that may reasonably by anticipated to be applied to the formwork. Formwork which is designed, fabricated, erected, supported, braced and maintained in conformance with ANSI A10.9-1983 Construction and Demolition Operations – concrete and masonry work, will be deemed to meet the requirements of this paragraph.

- Drawings or plans, including all revisions, for the jack layout, formwork (including shoring equipemt0, working decks, and scaffolds, should be available at the jobsite.
- Procedures for safe installation, removal, lifting etc., should be available at the jobsite and all workers appropriately trained in these procedures as applicable.
- Work areas should be clear of all unauthorized personnel during installation, concrete placement and removal. Appropriate barricading, delineation and/or signage should be placed to limit access and alert other workers of hazards associated with the work area.
- At no time should workers place themselves underneath a live load.
- When hoisting material, the worker should be positioned to the side of the hoisted material and never into the pinch point between the hoisting equipment and the material or in the area where an operator would land material in the event of an emergency.
- Appropriate tag lines should be utilized as required and two tag lines may be necessary to help align/control panels or forms.
- Safe means of access and egress should be maintained at all times.

Removal

- Forms and shores (except those used for slabs on grade and slip forms) should not be remove until the employer determines that the concrete has gained sufficient strength to support its weight and superimposed loads. Such determination should be based on compliance with one of the following:
  - The plans and specifications stipulate conditions for removal of forms and shores, and such conditions have been followed, or
  - The concrete has been properly tested with an appropriate ASTM standard test method designed to indicate the concrete compressive strength, and the test results indicate that the concrete has gained sufficient strength to support its weight and superimposed loads.
- Prior to dismantling, the entire system should be inspected to determine if there are any hazards from displacement, weakening, alterations etc. of the shoring and falsework.
- Shores, cross braces etc. should only be removed in the immediate work areas and as appropriate.
- All nails should be removed or bent over immediately upon stripping.
- Shoring, formwork and all other equipment being removed should be stacked, consolidated or placed in an orderly manner as soon as practicable during the removal operation and egress/access paths maintained at all times.
- Only appropriate tools should be used for removal of shoring and formwork. i.e. prybars, catspaws, tec. versus the claw end of hammers, screwdrivers etc.

Shoring and Reshoring

General Guidelines

- All shoring and reshoring operations should comply with all federal, state local and manufactures regulations.

- All shoring equipment (including equipment used in reshoring operations) should be inspected prior to erection to determine that the equipment meets the requirements specified in the formwork drawings.
- Shoring equipment found to be damaged, severely rusted, missing locking devices etc. should not be used for shoring. Shoring equipment that is in place and is found to be damaged or weakened, should be immediately reinforced.
- Erected shoring equipment should be inspected immediately prior to, during and immediately after concrete placement.
- The sills for shoring should be sound, rigid and capable of carrying the maximum intended load.
- Base plates should be attached to a minimum of 12’ square, 2” plywood or equivalent.
- All base plates, shore heads, extension devices, and adjustment screws should be in firm contact, and secured when necessary, with the foundation and the form.
- Existing ground should be level, adequately compacted and loads distributed. Consideration should be given to adverse weather conditions such as washouts, rain impact to slopes etc. Special precautions such as hardwood wedges or bracing should be utilized on sloped surfaces.
- All clamps, screws, pins and other similar components should be in a closed or engaged position.
- Eccentric loads on shore heads and similar members are prohibited unless these members have been designed for such loading. Ensure stringers are centered on these members to minimize eccentric loading.
- Adequate access should be provided to all form deck surfaces. If access ladders are required these should be secured and extend at least 36” above the form deck surface.
- When horizontal shoring is required, these should be engineered and special consideration should be given to installation and conformance to the completed design.
- Ensure all stringers and joists are fully supported and centered over shoring heads/top plates and adequately secured. Further, ensure that all stringers and joists are fully upright and not rolled.
- All horizontal shoring should be installed and erected in compliance with manufacture’s requirements as well as federal, state and local regulations.

Frame Shoring

- The design of the shoring should be prepared by a qualified designer and the erected shoring should be inspected by an engineer qualified in structural design.
- The shoring design or layout drawing should be followed with no omissions of required components, or alteration in frame spacing’s, types used, towers heights, locations or sizes.
- Shoring loads should be carried on all legs.

- All shoring fames should be plumb and level. This should be checked and corrected at a minimum of during erection and just prior to the pour. Adjustment of shoring frames should not be made once the pour begins.
- When shoring height exceeds a minimum of four (4) times the minimum base width, additional bracing and securing of the frames should be performed.
- Cross braces should never be climbed and workers should climb frames from the inside.

Screw Jacks

- Screwjacks should not exceed the manufactures recommended extension height at any time.
- Screwjack extension should be kept to a minimum for maximum load carrying capacity.
- All screwjacks should be in firm contact with the foundation and frame legs.

Post Shoring

- The single post shores should be vertically aligned/plumbed. This should be checked and corrected at a minimum of during erection and just prior to the pour.
- Adjustment of post shores for any reason, including but not limited to raising formwork, should not be made once the pour begins.
- Refer to the manufacture's guidelines for additional stability measures and bracing requirements of each system used.
- Post shores should be adequately secured at top and bottom to prevent displacement.
- Whenever single post shores are used one on top of the other (tiered), they should comply with the following specific guidelines in addition to the general guidelines for formwork:
    - The single post shores should be spliced to prevent misalignment.
    - The single post shores should be adequately braced in two mutually perpendicular directions at the splice level.
    - Each tier should also be diagonally braced in the same two directions.

Ellis Shores

- Ensure shores are erected with the proper length of timbers allowing a minimum of 24" overlap between shore members.
- The shore clamps should be attached 12" apart with the upper clam at a minimum of 2" form the top of the lower shore. Each clamp should be secured with the appropriate number of type of duplex nails.
- Shores should be raised to the desired height by sliding the upper shore member upwards being careful to avoid pinch points.
- Shore hand jacks should not be used to raise decks, lift formwork or elevate concrete.
- Ensure all shores, jacks and clamps are inspected prior to use and any damaged or defective materials are removed or repaired prior to use.
- Safety nails should be secured above each clamp of the upper shore member casting to prevent uplift or movement during vibration.

Reshoring

- Shores should not be removed, including cross bracing, until the concrete has gained sufficient strength to support its weight and superimposed loads. Such determination shall be based on compliance with one of the following:
  - The plans and specifications stipulate conditions for removal of forms and shores, and such conditions have been followed, or
  - The concrete has been properly tested with an appropriate ASTM standard test method designed to indicate the concrete compressive strength, and test results indicate that the concrete has gained sufficient strength to support its weight and superimposed loads.
- Stripping and removal of shoring equipment should be performed in conformance to the approved stripping sequencing plan.
- Reshoring should be erected, as the original forms and shores are removed, whenever the concrete is required to support loads in excess of its capacity.
- The design of the shoring should be prepared by a qualified designer and the erected shoring should be inspected by an engineer qualified in structural design.
- The shoring design or layout drawing should be followed with no omissions of required components, or alterations in spacing's, types used, heights, locations or sizes.
- Reshoring should not be removed until the concrete being supported has attained adequate strength to support its weight and all loads in place upon it.
- Reshores should be placed directly below load carrying legs to avoid punch through, stress reversals or other undesirable forces on the poured concrete.
- Slabs or beams should be allowed to take their permanent deflection before final adjustment of reshoring equipment is made.
- Horizontal shoring should never be used as part of a reshoring system.

Bracket Scaffolds

- Bracket scaffolds should only be used when through bolted walls, with at least 5/8" diameter bolts.
- Scaffolds should be solidly secured to the walls or the supporting structure.
- Scaffolds should be able to support at least 4 times the maximum intended working load.
- Spacing of brackets should not be greater than 10' apart.
- Railings should be installed on all scaffolds 6' or greater in height.
- Platforms should consist of at least two 2"x10" planks that extend at least 6" over each bracket and no more than 18".
- Platforms should be solidly planked with no more than 7" gap under the back rail and 14" gap to the face of the form.
- Planking should be scaffold grade lumber or equivalent and should be free from damage, defects, cracks, splits etc. Damaged planks should not be used.

Reinforcing Steel

- All protruding reinforcing steel, onto and into which employees could fall, should be guarded to eliminate the hazard of impalement. When working at grade, impalement hazards from 4" to 6' in height, at a minimum, should be protected.
- Reinforcing steel for walls, piers, columns, and similar vertical structures should be adequately supported to prevent overturning and to prevent collapse.
- Employers should take measures to prevent unrolled wire mesh form recoiling. Such measures may include by are not limited to securing each end of the roll or turning over the roll.
- Reinforcing steel should be stockpiled as close as practicable to work areas. Additionally special attention should be taken towards access and egress to work areas, excavations and ensuring work areas are free from tripping hazards or other surface encumbrances.

Concrete Placement and Finishing

General

- Appropriate PPE should be utilized during concrete placement. This includes but is not limited to; safety glasses, fall protection, gloves, boots, hardhat, and long sleeves. Refer to the Personal Protective Equipment appendix for more information.
- Appropriate respiratory protection should be used for all concrete cutting, grinding, sanding, blasting, scabbling, dry mixing, jack hammering etc. operations or any other operation involving respiratory hazards. Refer to the Respirator Protection Appendix for more information.
- When discharging concrete on a slope, the wheels of ready-mix trucks should be blocked, the brakes set to prevent movement and the operator with the vehicle at all times.
- All washout activities should be completed in the designated washout area.
- All concrete cutting, finishing and cleanup should be done in such a manner that all residue or waste water will be properly contained and disposed of.
- Appropriate precautions should be taken for specialty applications (e.g. acid washing, dyes, stains etc.); in their handling, storage use and disposal.
- Powered and rotating type concrete troweling machines that are manually guided should be equipped with a control switch that will automatically shut off the power whenever the hands of the operator are removed from the equipment handles.
- Bull float handles used where they might contact energized electrical conductors, should be constructed of nonconductive material or insulated with nonconductive sheath that's electrical and mechanical characteristics provide the equivalent protection of a handle constructed of nonconductive material.
- Masonry saws should be guarded with a semicircular enclosure over the blade.
- When operation air guns for cleaning off decks, inside forms etc., these guns should have a maximum of 30 psi nozzle pressure and be equipped with a safety release valve.
- Air guns should have pressure valves, and extension tube and the hoses well maintained with appropriate whip checks.
- Employee operating air guns should have appropriate PPE, including but not limited to, chip protection (i.e. face shield, goggles etc.), ear plugs and respiratory protection as required.

- No employee should be permitted to perform maintenance or repair activity on equipment (such as compressors mixers, screens, pumps used for concrete and masonry construction activities) where the inadvertent operation of the equipment could occur and cause injury, unless all potentially hazardous energy sources have been locked out and tagged.

Concrete Buckets

- No employee shall be permitted to ride concrete buckets.
- No employee should be permitted to work under concrete buckets while buckets are being elevated or lowered into position.
- To the extent practical, elevated concrete buckets should be routed so that no employee or the fewest number of employees are exposed to the hazards associated with falling concrete or falling buckets.
- Concrete buckets equipped with hydraulic or pneumatic gates should have positive safety latches or similar safety devices installed to prevent premature or accidental dumping.
- Concrete buckets should e designed to prevent concrete from hanging up on top of the sides.

Pumpcrete Systems

- No employee should be permitted to apply a cement, sand and water mixture through a pneumatic hose unless the employee is wearing appropriate personal protective equipment.
- Concrete pumping systems using discharge pipes should be provided with pipe supports designed for 100 percent overload.
- Compressed air hoses used on concrete pumping systems should be provided with positive failsafe joint connectors to prevent separation of sections when pressurized.
- Movement of concrete hoses should be planned to limit the amount of manual positioning of hose as much as practicable. When necessary, the use of hooks, ropes or other similar devices should be utilized when handling the concrete hose.

Buggies and Wheelbarrows

- Concrete buggy handles should not extend beyond the wheels on either side of the buggy.
- Handles should be guarded or equipped with knuckle guards.
- All buggies, wheelbarrows or other similar conveyances should be properly maintained and repaired/replaced immediately if damaged, in poor repair or otherwise.
- Paths of access and travel should be level, free of debris and other surface encumbrances and ramps or other access ways should be appropriately built, maintained, and protected.
- Buggies, wheelbarrows etc. should not be overloaded.

Post-Tensioning Operations

- No employee (except those essential to the post-tensioning operations) should be permitted to be behind the jack during post-tensioning operations.
- Signs and barriers should be erected to limit employee access to the post-tensioning area during tensioning operations.

- Appropriate fire protection measures should be taken during burning operations, including by not limited to spark control or blankets, fire extinguishers, wetting formwork etc.

Emergency Response Procedures

In the event of a collapse or failure of formwork, falsework or an excavation, the following general emergency procedures should be initiated:

Initial Stage of a collapse (before rescue recovery)

- Get other exposed individuals out of the area.
- Call 911
- Secure the area
- Shut down all equipment that might cause vibration (with the exception of dewatering equipment) or additional loading. Reroute traffic to eliminate vibration if necessary.
- Do not enter a failed excavation or area of collapse without adequate protection
- Do not remove hand tools, personal protective equipment, or other material from the scene that may be used to locate a victim.
- Begin removing standing or seeping water
- Find out if the failure damaged a utility. If so, take appropriate action.
- Consider tying a digging tool to a rope and tossing it t a conscious and able victim so that he or she may dig out without having another person enter the excavation.
- Account for everyone
- Follow standard emergency procedures as detailed in the Crisis Management Plan.

Rescue or recovery

- Do not attempt to pull a partially trapped/buried victim out by a rope or sling. This may cut the victim in half or pull limbs from the body. It may also loosen dirt or material enough to create a secondary cave-in/collapse.
- If equipment is used to remove material from around a victim, remove/dig so that loosened material will fall away rather than toward the victim. It is generally bad practice to use equipment to dig someone out because the vibration and surcharge can cause further failures. In the case of an excavation, a better option might be to locate and use a vacuum truck.
- Assist all emergency response personnel as needed.
- Ensure that adequate equipment is available for a sustained rescue effort (e.g. shoring materials, equipment, generator, lighting, supplies, personnel etc.)
- Control traffic and crowds. Reroute traffic as necessary.

Permitting/Documentation

Before a contractor is on site, the following items should be obtained in writing:

- Permit for excavation/trenching activities (Cal OSHA Excavation Notification Form as applicable) for all trenches/excavations that are equal to or greater than 5’ in depth where an employee is required to enter.
- Permit for any falsework or scaffolding 36’ in height or greater total.
- Excavation and trenching plan

- Shoring/Falsework design or plan
- Name(s) of competent person(s)
- Soils analysis report
- Copy of their Safety Manual

FORMS

MANAGEMENT INSPECTION REPORT

Job # _____ Job Location/Name _____

Date _____ (Month / Day / Year) Time _____

Jobsite Supervisor _____ (Last First) Safety Manager _____ (Last First)

Webcor/Obayashi Principal _____ (Last First) Insurance Representative _____ (Last First)

☐ ***X*** – Corrective Action Required ☐ ***O*** – No Corrective Action Required

	WEBCOR/ OBAYASHI	SUB	N/A	CORRECTED
1. PERSONAL PROTECTIVE EQUIPMENT				
1. Hard Hats				
2. Eye Protection				
3. Ear Protection				
4. Respirators				
5. Proper Clothing				
6. Footwear				
7. Safety Belts				
2. HOUSEKEEPING				
1. Exits & Stairs Clear				
2. Piling & Stacking				
3. Debris Removal				
4. Nails Bent or Removed				
3. LADDERS & STAIRS				
1. Ladder Condition				
2. Ladders Tied Off				
3. Ladder 3' Above Landings				
4. Stairs				
4. RAILINGS / FLOOR OPENINGS				
1. Perimeter				
2. Floor Openings / Shafts				
3. Stairs / Ramps				
4. Walkways				
5. Elevator Door Openings				
5. SCAFFOLDS				
1. Railings & Kickboards				
2. Tied to Building				
3. Planks & Platforms				
6. ELECTRICAL				
1. Lighting				
2. Grounding				
3. Cords, Plugs & Receptacles				

	WEBCOR/ OBAYASHI	SUB	N/A	CORRECTED
7. FIRE PROTECTION				
1. Extinguishers				
2. Flammable Materials				
3. Welding / Cutting Equipment				
8. TOOLS				
1. Condition				
2. Guarded				
3. Power Cords				
4. Temp. Power Boxes				
9. SITE & PUBLIC PROTECTION				
1. Excavation / Trenches				
2. Earth Moving Equipment				
3. Forklift / Cranes				
4. Fences				
5. Lighting				
6. Barricades				
7. Signage				
8. Rebar Caps				
10. FIRST AID				
1. Trained Personnel				
2. Kits / Supplies				
3. Sanitation / Water				
11. PROGRAM / INFORMATION				
1. Twice Daily Inspections				
2. Orientation: New Employee / Haz. Sub.				
3. Safety Meetings				
4. Required Signs Posted				
12. OTHER (LISTS)				
1. Safety Manual				
2. MSDS Book				
3. CAL-OSHA 200 Log (Posted Every February)				

Comments: _____

_____

_____

_____

Title / Signature _____

DAILY PROJECT INSPECTION

Job #_____

Job Location/Name_____

Week Ending _____
Month / Day / Year

☐ ***X*** – Corrective Action Required ☐ ***O*** – No Corrective Action Required

	M	T	W	T H	F	COMMENTS
A. BASICS						
1. Workers are wearing personal protective equipment						
2. exits and stairways are clear						
3. Construction material stored properly						
4. Site debris removed						
5. Nails bent or removed						
6. Ladder condition and placement						
7. Permanent & temporary rails						
8. Cylinder storage						
9. Hazardous material storage						
10. Electrical Cords and grounding						
11. Extinguishers in place where needed						
12. Excavation / trenches						
13. First aid kit is accessible & stocked						
14. Required signs posted						
15. Construction equipment						
B. CRANES						
1. Crane certification						
2. Load chart						
3. Operator maintenance reports updated						
C. MANLIFT						
1. Ramps, rails, phones & doors are maintained properly						
2. Personnel stretcher stored on top of the manlift						
3. Fire extinguisher in place						
4. Weekly maintenance check reports						
D. BACKHOES						
1. Back-up bell working						
2. Wearing safety equipment						
3. Personnel working with the backhoe a safe distance from the backhoe bucket at all times						
E. TRUCKS						
1. Back-up bell working						
2. Driver wearing safety equipment						
F. COMPRESSOR						
1. Properly maintained						
2. Air tools working properly						
3. Personnel wearing correct safety equipment and have been instructed how to use the equipment						
4. All air hose connectors are wired together						
G. **SHORING / SCAFFOLDING**						
1. Railings & kick boards						
2. Tied off / braced correctly						
3. Planking is the correct size						

Supervisor _____
Last First

Equipment Safety Inspection Checklist

Date: _____

Project: _____

Equipment: _____

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

<u>Other Items Checked:</u>

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

Repaired by: _____

Checked by: _____

JOB HAZARD ANALYSIS		JOB TITLE (and number if applicable):	PAGE ____ OF ____ JHA NO. ____	DATE:	☐ NEW ☐ REVISED
COMPANY ORGANIZATION:		LOCATION:		DEPARTMENT:	
TITLE OF PERSON WHO DOES JOB:	SUPERVISOR:	REQUIRED AND / OR RECOMMENDED PERSONAL PROTECTIVE EQUIPMENT:			
ANALYSIS BY:		REVIEWED BY:		APPROVED BY:	
GENERAL INSTRUCTIONS:					
OPERATIONS SEQUENCE:	EQUIPMENT, TOOLS AND ALL FACILITIES INVOLVED:	POTENTIAL HAZARDS:	RECOMMENDED ACTION OR PROCEDURE		PAGE/SECTION REFERENCE FROM SUBCONTRACTOR IIPP:

WELDING / CUTTING "HOT WORK" PERMIT

Permit #_____
Date:_____

Subcontractor:_____

Floor:_____ Room /
Area:_____

CONDITIONS FOR PERFORMANCE OF THE WORK

1. A Designated Fire Watch shall be furnished by the subcontractor performing the work. The Fire Watch shall have no other assigned duties but to ensure a Safe environment in the area during and after the activity of welding, cutting, or open-flame operations.
2. The Fire Watch shall clear the work area, and ensure that it be kept free, of all combustible materials. In occupied buildings, the fire suppression system shall be in operation.
3. Fire-retardant tarpaulins are acceptable and shall be used where applicable.
4. All welding/cutting equipment shall be removed from the building daily. This provision applies to work performed in an existing, occupied portion of the facility.
5. The Fire Watch shall be equipped with appropriate personal protective equipment, such as eye protection, gloves, head protection, welder's jacket, etc.
6. Equipment shall be located so that exhaust fumes are naturally ventilated from the building. Where such locations are not possible, mechanical ventilation shall be provided by the subcontractor performing the work.
7. All oxygen/acetylene equipment shall be transported, used, and stored in strict compliance with WISHA Construction Safety Orders. A separate fire extinguisher (10 B: C minimum) is required at each oxygen/acetylene setup.
8. Appropriate fire extinguishers shall be kept in the work area while all work is in progress. Fire extinguishers are to be provided by the subcontractor performing the work as follows:

WORK AREA	FIRE EXTINGUISHER TYPE	NUMBER REQ'D
Equipment Spaces	ABC (20 lbs)	2
Other Spaces	ABC (20 lbs)	1

9. Welding/cutting shall not be performed until the area has been approved by the Fire Safety Manager.
10. Upon completion of the "Hot Work," the Fire Watch shall inspect the work area and ensure that there are no lingering sparks, smoldering materials, etc. The fire watch shall be maintained a minimum of ½ hour after work has been completed.
11. The Fire Safety Manager shall be notified when the "Hot Work" is complete.
12. Permits are valid for a one (1) week period.

Subcontractor hereby agrees to perform the work in accordance with the requirements noted above.

Permit valid from _____ to _____.

Comments/Special Requirements:_____

_____

Subcontractor's Representative:_____ Work Complete:_____

Fire Safety Manager:_____ Work Complete:_____

HEAT ILLNESS PREVENTION POLICY

Purpose

The purpose of Heat Illness Prevention Policy is to meet the requirements set forth in the Heat Illness Prevention Standard, Title 8, California Code of Regulations, Section 3395 and also to serve as a supplement to Webcor Construction LP's Injury and Illness Prevention Program (IIPP). This information is intended and must be used in conjunction with the IIPP. The Heat Illness Prevention Policy establishes procedures and provides information which is necessary to ensure that Webcor Construction LP's staff is knowledgeable in the prevention and recognition of heat illness to ensure their own safety and the safety of others.

Procedures and Guidelines

In compliance with Heat Illness Prevention Standard, Title 8 regulations, Webcor strives to provide a safe and healthful work environment. To do so the following Procedures are required for all employees of Webcor Construction LP:

- Provide training to all employees by their supervisors. All trainings should be documented with an employee sign in sheet. Topics include:
  - Types of Heat Illness and their symptoms.
  - Environmental and personal risk Factors for Heat Illness.
  - Webcor's Heat Illness Prevention Policy.
  - The importance or drinking water frequently throughout the day.
  - The importance of reporting symptoms of Heat Illness to their employer/supervisor
  - The importance of allowing the body to adjust gradually to working in high heat.
  - Webcor Procedures for responding to Heat Illness symptoms.
  - Webcor's Procedures for contacting emergency services.
  - Webcor's Procedures for emergency communication.
- Provide training to all Supervisors. Topics include:
  - All information to be provided to employees.
  - The procedures the supervisor is to follow in implementing this Policy.
  - The Procedures to follow when an employees begins to show symptoms of heat illness.
- Webcor Construction LP is to provide access to potable drinking water meeting the requirements of Sections 1524, 3363, and 3457 as applicable to all employees. Where it is not plumbed or otherwise continuously supplied, it shall be provided in sufficient quantity at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift. Employers may begin the shift with smaller quantities of water if they have effective procedures for replenishment during the shift as needed to allow employees to drink one quart or more per hour. The frequent drinking of water shall be encouraged.
- Webcor Construction LP is to provide access to an area with shade that is either open to the air or provided with ventilation or cooling for a period of no less than five minutes for employees suffering from heat illness or believing a preventative recovery period is needed. Such access to shade shall be permitted at all times.
- During the designated warmer months of the year (April through September) all jobsites are required to incorporate heat illness prevention and awareness training into the Tailgate Safety Meetings. Shade and plenty of water shall be provided in sufficient amount to each and every employee.

Heat Illness Prevention

Heat related illnesses are avoidable if the employees are trained and the right actions are taken before, during, and after working in either indoor or outdoor hot conditions. High temperatures, humidity, air velocity and radiant heat from the sun or a furnace can stress the body's ability to cool itself making heat illness a big concern during hot weather months. These would be considered environmental risk factors. Every employee whose job duties require them to work in the outdoors during summer months, are exposed to elevated heat conditions and therefore are susceptible to heat illness. The three major forms of heat illnesses are: **heat cramps**, **heat exhaustion**, and **heat stroke**. Heat stroke can be a life threatening condition. This document will outline those actions as well as describing the three major forms of heat illness, how to recognize them, and what an action to take to provide first aid before medical care is provided.

- Heat Cramps
  - Description:
    Heat cramps are the most common type of heat related injury and probably have been experienced by nearly everyone at one time or another. Heat cramps are muscle spasms which usually affect the arms, legs, or stomach. Frequently they do not occur until sometime later after work, at night, or when relaxing. Heat cramps are caused by heavy sweating, especially when water is not replaced quickly enough. Although heat cramps can be quite painful; they usually don't result in permanent damage.
  - Prevention/First Aid:
    Drink electrolyte solutions such as Gatorade or plenty of water during the day and try eating more fruits such as bananas to help keep your body hydrated during hot weather. Call 911 and contact your supervisor immediately if the Person becomes ill.
- Heat Exhaustion
  - Description:
    Heat exhaustion is more serious than heat cramps. It occurs when the body's internal temperature regulating system is overworked, but has not completely shut down. In heat exhaustion, the surface blood vessels and capillaries, which originally enlarged to cool the blood, collapse from loss of body fluids and necessary minerals. this happens when you do not drink enough fluids to replace what you are sweating away symptoms Include: Headache, heavy sweating, intense thirst, dizziness, fatigue, loss of coordination, nausea, impaired judgment, loss of appetite, hyperventilation, tingling in hands or feet, Anxiety, cool moist skin, weak and rapid pulse (120-200), and low to normal blood
  - Prevention/First Aid**:**
    The employee suffering these symptoms should be moved to a cool location such as a shaded area or air-conditioned building. Have them lie down with their feet slightly elevated. Loosen their clothing, apply cool, wet cloths or fan them. Have them drink water or electrolyte drinks. Try to cool them down, and have them checked by medical personnel. Victims of heat exhaustion should avoid strenuous activity for at least a day, and they should continue to drink water to replace lost body fluids. Call 911 if the person becomes non-responsive, refuses water, vomits, or loses consciousness.

- Heat Stroke
  - Description:
    Heat stroke is a life threatening illness with a high death rate. It occurs when the body has depleted its supply of water and salt, and the victim's core body temperature rises to deadly

levels. A heat stroke victim may first suffer heat cramps and/or heat exhaustion before progressing into the heat stroke stage, but this is not always the case. It should be noted that, on the job, heat stroke is sometimes mistaken for a heart attack. It is therefore very important to be able to recognize the signs and symptoms of heat stroke and to check for them anytime an employee collapses while working in a hot environment. Symptoms of heat stroke include: A high body temperature (103 degrees F); a distinct absence of sweating (usually); hot red or flushed dry skin; rapid pulse; difficulty breathing; constricted pupils; any/all the signs or symptoms of heat exhaustion such as dizziness, headache, nausea, vomiting, or confusion, and possibly more severe systems including; bizarre behavior; and high blood pressure. Advance symptoms may be seizure or convulsions, collapse, loss of consciousness and a body temperature of over 108 degrees F.

- Prevention/First Aid**:**
  It is vital to lower a heat stroke victim's body temperature. Quick actions can mean the difference between life and death. Pour water on them, fan them, or apply cold packs. Call 911 to get the person medical aid as soon as possible.

Guidelines for Preventing Heat Illness

- If you are coming back to work from an illness or an extended break or you are just starting to a job working in the heat, it is important to be aware that you are more vulnerable to heat stress until your body has time to adjust. Let your supervisor know you are not used to the heat. It takes about 5 – 7 days for your body to adjust.
- Drinking plenty of water frequently is vital to workers exposed to the heat. An individual may produce as much as 2 to 3 gallons of sweat per day. In order to replenish that fluid the worker should drink 3 to 4 cups of water every hour starting at the beginning of your shift.
- Taking your breaks in a cool shaded area and allowing time for recovery from the heat during the day are effective ways to avoid heat illness.
- Avoid or limit the use of alcohol and caffeine during periods of extreme heat. Both dehydrate the body.
- If your or a co-worker start to feel symptoms such as nausea, dizziness, weakness or unusual fatigue, let your supervisor know and rest in a cool shaded area. If symptoms persist or worsen seek immediate medical attention.
- Whenever possible ear clothing that provides protection from the sun but allows airflow to the body. Protect your head and shade your eyes if working outdoors.
- When working in the heat be sure to pay extra attention to your coworkers and be sure you know how to call for medical attention.

END OF SITE SPECIFIC SAFETY PLAN

Webcor/Obayashi Job No. 30100.00

Contract No. 08-0--CMGC-000

Schedule No. 30100-11.02.28

TRANSBAY TRANSIT CENTER

BASELINE SCHEDULE (R3) (30100-11.02.28)

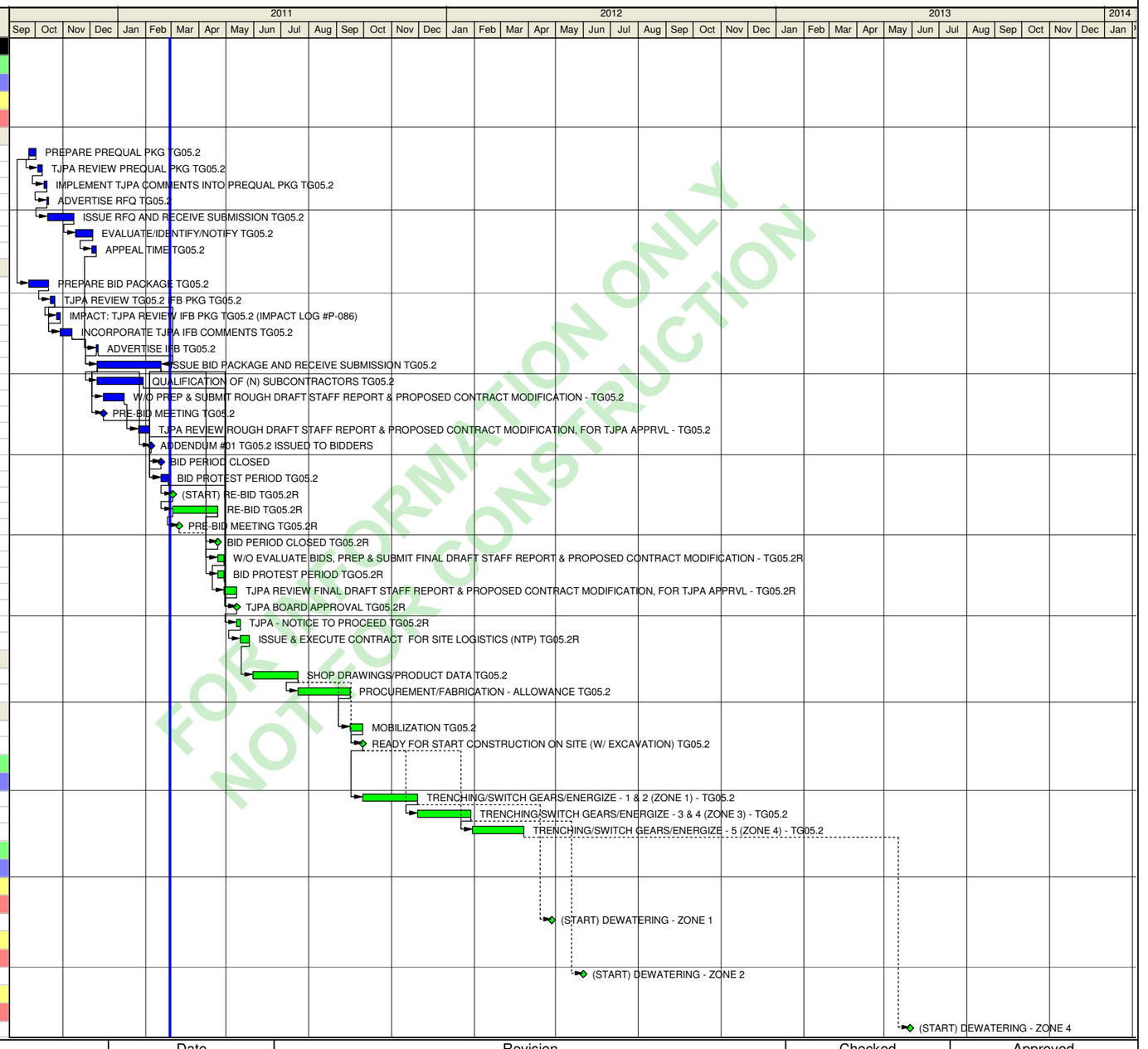
EXHIBIT I

TG05.2R CONCEPT SUMMARY SCHEDULE

Construction Manager: Brian Morton

Sr. Schedule Manager: Eric Thatcher

Activity ID	Activity Name	OD	Start	Finish
TTC - LIVE		666	24-Sep-10 A	30-May-13
PRECONSTRUCTION		254	24-Sep-10 A	30-Sep-11
TRADE GROUP PLANNING AND IFB PROCESS		254	24-Sep-10 A	30-Sep-11
TG05 - SITE LOGISTICS PKG		254	24-Sep-10 A	30-Sep-11
TG05.2 TEMPORARY POWER PHASE I		254	24-Sep-10 A	30-Sep-11
PREQUALIFICATION TG05.2		50	24-Sep-10 A	07-Dec-10 A
CA-150910	PREPARE PREQUAL PKG TG05.2	6	24-Sep-10 A	01-Oct-10 A
CA-124500	TJPA REVIEW PREQUAL PKG TG05.2	5	04-Oct-10 A	08-Oct-10 A
CA-174110	IMPLEMENT TJPA COMMENTS INTO PREQUAL PKG TG05.2	2	11-Oct-10 A	13-Oct-10 A
CA-151910	ADVERTISE RFQ TG05.2	2	14-Oct-10 A	15-Oct-10 A
CA-151010	ISSUE RFQ AND RECEIVE SUBMISSION TG05.2	21	15-Oct-10 A	12-Nov-10 A
CA-151110	EVALUATE/IDENTIFY/NOTIFY TG05.2	13	15-Nov-10 A	03-Dec-10 A
CA-150310	APPEAL TIME TG05.2	3	03-Dec-10 A	07-Dec-10 A
BID & AWARD PROCESS (IFB) TG05.2		169	24-Sep-10 A	26-May-11
CA-150610	PREPARE BID PACKAGE TG05.2	15	24-Sep-10 A	15-Oct-10 A
CA-151210	TJPA REVIEW TG05.2 IFB PKG TG05.2	5	18-Oct-10 A	22-Oct-10 A
SI-#105600	IMPACT: TJPA REVIEW IFB PKG TG05.2 (IMPACT LOG #P-086)	4	25-Oct-10 A	28-Oct-10 A
CA-152110	INCORPORATE TJPA IFB COMMENTS TG05.2	9	29-Oct-10 A	10-Nov-10 A
CA-152010	ADVERTISE IFB TG05.2	2	08-Dec-10 A	09-Dec-10 A
CA-150410	ISSUE BID PACKAGE AND RECEIVE SUBMISSION TG05.2	49	09-Dec-10 A	17-Feb-11 A
CA-150510	QUALIFICATION OF (N) SUBCONTRACTORS TG05.2	35	09-Dec-10 A	28-Jan-11 A
CA-192410	W/O PREP & SUBMIT ROUGH DRAFT STAFF REPORT & PROPOSED CONTRACT MODIFICATION - TG05.2	15	16-Dec-10 A	07-Jan-11 A
CA-202810	PRE-BID MEETING TG05.2	0	16-Dec-10 A	
CA-192610	TJPA REVIEW ROUGH DRAFT STAFF REPORT & PROPOSED CONTRACT MODIFICATION, FOR TJPA APPRVL - TG05.2	10	24-Jan-11 A	04-Feb-11 A
CA-150710	ADDENDUM #01 TG05.2 ISSUED TO BIDDERS	0	07-Feb-11 A	
CA-150810	BID PERIOD CLOSED	0		17-Feb-11 A
CA-151310	BID PROTEST PERIOD TG05.2	5	18-Feb-11 A	25-Feb-11 A
CA-151410	(START) RE-BID TG05.2R	0	03-Mar-11*	
CA-151510	RE-BID TG05.2R	36	03-Mar-11	21-Apr-11
CA-152210	PRE-BID MEETING TG05.2R	0	10-Mar-11	
CA-192810	BID PERIOD CLOSED TG05.2R	0		21-Apr-11
CA-192510	W/O EVALUATE BIDS, PREP & SUBMIT FINAL DRAFT STAFF REPORT & PROPOSED CONTRACT MODIFICATION - TG05.2R	5	22-Apr-11	28-Apr-11
CA-192910	BID PROTEST PERIOD TGO5.2R	5	22-Apr-11	28-Apr-11
CA-192710	TJPA REVIEW FINAL DRAFT STAFF REPORT & PROPOSED CONTRACT MODIFICATION, FOR TJPA APPRVL - TG05.2R	10	29-Apr-11	12-May-11
CA-151610	TJPA BOARD APPROVAL TG05.2R	0		12-May-11*
CA-151710	TJPA - NOTICE TO PROCEED TG05.2R	2	13-May-11	16-May-11
CA-151810	ISSUE & EXECUTE CONTRACT FOR SITE LOGISTICS (NTP) TG05.2R	8	17-May-11	26-May-11
PROCUREMENT TG05.2		75	31-May-11	15-Sep-11
PS-119100	SHOP DRAWINGS/PRODUCT DATA TG05.2	35	31-May-11	19-Jul-11
PS-119200	PROCUREMENT/FABRICATION - ALLOWANCE TG05.2	40	20-Jul-11	15-Sep-11
START OF CONSTRUCTION TG05.2		10	16-Sep-11	30-Sep-11
PS-119500	MOBILIZATION TG05.2	10	16-Sep-11	29-Sep-11
PS-119600	READY FOR START CONSTRUCTION ON SITE (W/ EXCAVATION) TG05.2	0	30-Sep-11	
UTILITIES RELOCATION		120	30-Sep-11	26-Mar-12
TEMPORARY POWER		120	30-Sep-11	26-Mar-12
UT-202100	TRENCHING/SWITCH GEARS/ENERGIZE - 1 & 2 (ZONE 1) - TG05.2	40	30-Sep-11	29-Nov-11
UT-202200	TRENCHING/SWITCH GEARS/ENERGIZE - 3 & 4 (ZONE 3) - TG05.2	40	30-Nov-11	27-Jan-12
UT-202300	TRENCHING/SWITCH GEARS/ENERGIZE - 5 (ZONE 4) - TG05.2	40	30-Jan-12	26-Mar-12
TRANSBAY CENTER BUILDING		269	27-Apr-12	30-May-13
BUTTRESS/SHORING/EXCAVATION BBI		269	27-Apr-12	30-May-13
ZONE 1 (BUILDING LINES 1 - 10) BBI		0	27-Apr-12	27-Apr-12
ZONE 1 BELOW GRADE DEMO/EXCAVATION/BRACING/TRESTLE		0	27-Apr-12	27-Apr-12
SX-BB10400	(START) DEWATERING - ZONE 1	0	27-Apr-12	
ZONE 2 (BUILDING LINES 10 - 19) BBI		0	01-Jun-12	01-Jun-12
ZONE 2 BELOW GRADE DEMO/EXCAVATION/BRACING/TRESTLE		0	01-Jun-12	01-Jun-12
SX-BB20600	(START) DEWATERING - ZONE 2	0	01-Jun-12	
ZONE 4 (BUILDING LINES 25 - 35) BBI		0	30-May-13	30-May-13
ZONE 4 BELOW GRADE DEMO/EXCAVATION/BRACING/TRESTLE		0	30-May-13	30-May-13
SX-BB41000	(START) DEWATERING - ZONE 4	0	30-May-13	



FOR INFORMATION ONLY
NOT FOR CONSTRUCTION

Data Date: 28-Feb-11

Sheet:1 of 1

WEBCOR BUILDERS OBAYASHI JOINT VENTURE

Date	Revision	Checked	Approved
03-Mar-11	BASELINE SCHEDULE (R3) 30100-11.02.28		ETHATCHER
	EXHIBIT I - TG05.2 CONCEPT SUMMARY SCHEDULE	TMAXWELL	
	NOT FOR CONSTRUCTION		