

Kort Builders Safety Program

Table of Contents

TAB	TITLE
1	Corporate Safety Policy
2	Safety program Goals & Objectives
3	Safety Program Responsibilities
4	General Safety Rules
5	Job Site Inspection Program
6	Incident Reporting & Analysis
7	Safety Program Disciplinary Process
8	Designated Medical Provider
9	Alternate Duty Program
10	Hazard Communications Program
11	Fall Protection Policy
12	Confined Space Entry Program
13	Electrical Safety Program
14	Bloodborne Pathogens
15	Lock Out / Tag Out Program
16	Housekeeping Policy
17	New Hire Safety Orientation Program
18	Tool Box Talk Program
19	Company Safety Meetings
20	Management Safety Training
21	Emergency Action Plan



TITLE	Corporate Safety Policy
POLICY #	1.00

Accident prevention is a vital part of **Kort Builders'** operations which, in total consideration of employees, also includes the protection of **Kort Builders** and their client's facilities and equipment from misuse and damage, as well as, the protection of the general public who come into contact with, or are affected by, **Kort Builders'** work.


Of **Kort Builders'** many concerns, none of which is more important than the safety of our employees. The prevention of injuries and losses is therefore a primary management responsibility, which must be accepted by each supervisor and by each and every employee throughout the **Kort Builders** organization. **Kort Builders'** ultimate goal is to have no accidents, to achieve this we must furnish our employees a place of employment, which is free from recognized hazards that can cause or contribute to occupational injuries or illness.

It is a challenging and difficult objective toward which we all must strive. There is no doubt that working safely has a great humanitarian value, enhances employee morale and proves to be more profitable to **Kort Builders** as a company.

While we are committed to the philosophy that line management is directly responsible and accountable for the effective safety performance; this is a shared responsibility. Each employee regardless of position will be required to accept their responsibilities and will be held accountable for such performance.

The management of **Kort Builders** is committed to implementing an effective safety program to achieve this end. The program consists of formal training classes for top management of **Kort Builders** and all supervisory staff down to the working foreman level. Toolbox safety meetings are held weekly to provide training and safety instruction to all employees on the job. All **Kort Builders** employees must be committed to the safety program of it is to be effective. Individuals with outstanding safety records will be recognized and rewarded for their efforts.

Kort Builders strives to be a leader in safety performance. We will assess our programs towards this end through internal measurements, external benchmarking, incorporating best practices, instituting mechanisms to drive continuous improvement, and participating in the betterment of safety in the industry where appropriate.

	TITLE	Safety Program Goals & Objectives
	POLICY #	2.00

It is the goal of **Kort Builders** to provide a safe and healthy work environment for all of our employees and subcontractors. In order to drive us to that end, the following objectives have been established:

- To have the safest operations of any business in Indiana.
- To provide employees with the necessary equipment, training and education to remain injury and accident free.
- To maintain a DART rate below the national average for our SIC code.
- To comply with all applicable IOSHA standards, safety program requirements and site-specific safety requirements on all jobs.
- To maintain an experience modification factor of 0.90 or below.
- To provide any subcontractors with the necessary information to allow their employees to remain injury free.
- To review the effectiveness of the Safety Program on at least an annual basis.
- To conduct safety meetings and activities when they are to be conducted, without regard to other outside demands on personnel.

Annually, top management will review the Safety Goals and Objectives and will make any necessary changes based upon current trends and programs results.



TITLE	Safety Program Responsibility
POLICY #	3.00


Kort Builders will assign competent and qualified safety personnel to all projects. The project safety responsibilities and authority are assigned as follows unless otherwise noted for a specific project in the Site Specific Safety Plan:

- Operations Manager
- Superintendent
- Project Supervisor/Foreman

It is the responsibility of the Foremen and Job Superintendents to oversee and manage the Project Safety Program. They shall ensure that all inspections, reporting and records required by this Accident Prevention Plan, the Site Specific Safety Plan and the Company's Injury and Illness Prevention Plan are completed, properly maintained, and transmitted as required. The Foremen and Job Superintendents are responsible for conducting accident and incident investigations, assisting the Project Supervisor in emergency situations and conducting monthly safety inspections. The Foremen and Job Superintendents will report directly to top management. They will also have a background in occupational safety and will have completed the OSHA 10 hour construction course at a minimum. It is the responsibility of the Job Superintendent to implement and enforce this Accident Prevention Plan, Site Specific Safety Plan and the Company's Injury and Illness Prevention Plan. The Job Superintendent is responsible for managing emergency situations, continual observational safety checks of the work area, conducting new hire orientations, safety training and instruction meetings, documented daily site inspections and enforcing the discipline policy. The Job Superintendent shall immediately report all accidents, injuries and near miss incidents to the Operations Manager.

It is the responsibility of the Foreman to conduct continual observational safety checks and to assess the safety of the operations assigned to them. The Foreman shall be responsible to correct unsafe acts or conditions immediately. Foreman shall immediately report all accidents, injuries, and near miss incidents to the Project Supervisor.

Employees are required to adhere to the policies and procedures of this Plan, **Kort Builders'** Injury and Illness Prevention Plan and Company Policies, and Federal, State and Local laws. Employees are to immediately notify the Foreman of any unsafe conditions, acts or injuries and are encouraged to make suggestions that may improve job site safety. Employees are also to immediately contact the Foreman if they are asked to perform a task that they feel is unsafe.

	TITLE	General Safety Rules
	POLICY #	4.00

Following are general safety rules that all employees will be expected to follow, regardless of their job title or job assignment:

- All employees are to report any injury to their supervisor immediately.

- All employees are to abide by and comply with any and all safety directions given by their supervisor, safety director, or executive management personnel.

- All employees are to wear the appropriate personal protective equipment when required.

- All employees are to operate machinery and equipment in accordance with the manufacture's safe operating instructions.

- Employees are not permitted to operate machinery that they have not been trained or authorized to use.

- Employees are not permitted to use defective or broken machinery, equipment, or tools.

- Employees are to maintain a clean and orderly work area at all times.

The Job Superintendent and Job Foreman are responsible for enforcing these rules.



TITLE	Job Site Inspection Program
POLICY #	5.00

In an effort to make our jobsites safer and free from recognized hazards, the following Jobsite Inspection Program has been implemented. The critical elements of this program will be:

- The recognition of hazards in the jobsite.
- The recognition of unsafe work practices.
- The correction of hazards or unsafe work practices.
- The documentation of inspection activity.

The Job Superintendent on all jobs that will be in progress for over 30 days will make Jobsite inspection on a monthly basis. All findings will be documented on the Jobsite Inspection Checklist and forwarded to the Safety Director within 2 working days of completion of the inspection. The Safety Director will also make random inspections on jobsites on a monthly basis.

The Job Superintendent will also maintain corrective action documentation and monitor its completion. A report detailing this documentation will be forwarded to top management monthly.

The Operations Manager will train all Job Superintendents in basic hazard identification techniques at least annually.



TITLE	Incident Reporting & Analysis
POLICY #	6.00

Kort Builders has implemented the following Incident Reporting and Analysis Program to achieve various objectives that will improve our safety performance and keep our employees healthy. The critical components of this program will be the quick reporting of injuries by employees and the thorough analysis to determine what could be done differently in the future to prevent the incident from happening again. By determining the causes of incidents, we will be able to incorporate engineering and administrative controls into our processes to reduce the potential for injury to our employees or damage to equipment or property.

Reporting Process

In the event of an injury, near miss, property damage or chemical spill, the employee is to report the occurrence to their supervisor immediately. Failure to report injuries when they happen may be reason for disciplinary action and it could also jeopardize the payment of any workers' compensation insurance benefits.

Upon reporting the injury to the supervisor, the Foreman must then make the determination as to the extent of the incident and the appropriate response. In the event of large chemical spills, the proper authorities must be contacted immediately.

In the event of property damage, the Foreman must make a determination as to the extent of the damage and how that damage will affect the safety of personnel. If a personal injury is involved, the Foreman must determine if medical treatment is needed or if the injury can be treated with first aid procedures.

If medical treatment is needed, the employee will be sent to the designated medical provider for treatment.

The Foreman will be responsible informing employees on the procedures required for reporting accidents. They will also be responsible for completing any documentation regarding the mishap. Employees will also be instructed during the "New Employee Safety Orientation" of the procedures to follow in the event of an accident.

ANALYSIS PROCESS

So that we may prevent future incidents from occurring the following analysis process has been implemented:

Any incident that involves an OSHA recordable, near miss, property damages or a chemical spill will be analyzed to determine the cause of the event. The Foreman will initiate the process by completing

the form at the end of this section. This report will be required to submitted to the Operations Manager within 24 hours of knowledge of the incident.

All supervisory personnel will be trained and educated on proper incident analysis techniques by the Operations Manager.

Importance will be placed on finding facts and not placing blame on employees. The Operations Manager and top management will receive all completed analysis forms.

The Operations Manager will track any corrective actions noted during the analysis. A report will be given to top management on the status of any outstanding corrective action hours at least monthly. The Operations Manager will also be responsible for maintaining the OSHA 300 log.

Upon completion of the analysis, the findings will be communicated to all supervisory personnel and affected employees. Foremen should take the opportunity to review these finding with their employees to better educate them on the hazards they may encounter in their daily activities.



TITLE	Safety Program Disciplinary Program
POLICY #	7.00

The success of Kort Builders' Safety Program is, to a large extent, dependent upon employee cooperation and strict compliance with established safety rules and regulations. While safety education and voluntary compliance is the preferred method of gaining employee cooperation, disciplinary action may be necessary. If an employee engages in unsafe work practices and/ or willfully violates known and accepted safety practices, rules or laws, they are subject to immediate removal from the project. When termination or disciplinary action is required such action should be handled in accordance with the Kort Builders termination and disciplinary procedures.

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

All employees and subcontractors are required to use safe work practices, follow all directives, policies and procedures, and to assist in maintaining a safe work environment.

Our system of ensuring that all employees and subcontractors comply with the rules and maintain a safe work environment is as follows:


- Inform employees and subcontractors of the provisions of our Accident Prevention Plan, Injury and Illness Prevention Program and Site Specific Safety Plans.
- Evaluate the safety performance of all employees and subcontractors. Evaluations are conducted during routine safety inspections by the Operations Manager and daily by the job site supervision.
- The Operations Manager and the Job Superintendent shall evaluate site supervision and subcontractor safety performance.

- Recognize employees and subcontractors who perform safe and healthful work practices. Employees and subcontractors are recognized for safety suggestions and encouraged to communicate safety to their fellow workers.
- Provide training to employees and subcontractors whose safety performance is deficient.
- Discipline employees and subcontractors for failure to comply with safe and healthful work practices.

In addition, **Kort Builders** has implemented the following disciplinary program for all safety violations:

When an employee commits an unsafe act, intentional or not, this act should be addressed by the Job Superintendent or Foremen. The first step is a verbal exchange and discussion of the incident. A written notice stating that the employee violated a known safety practice will go into the employee's records. The disciplinary plan is as follows:

- The first offence will be written notice in the employee's file.
- The second offence may result in suspension or removal from a job site.
- The third offence may result in termination of the employee.

	TITLE	Designated Medical Provider
	POLICY #	8.00

Kort Builders will utilize the Methodist Occupational Health Network as their Medical Provider.

Any employee who is injured on the job will be required to receive treatment from this provider. Employees who do not initially receive medical treatment from the designated medical provider may be subject to disciplinary actions.

On jobs that are outside the Methodist Occupational Health network area, another medical provider will be designated that is close to the job site. The Operations Manager will be responsible for selecting the medical provider and informing the Job Superintendent and Foreman. The name, address and telephone number of the designated medical provider will be posted at all jobsites.



TITLE	Alternate Duty Program
POLICY #	9.00

The goal of the Alternate Duty Program will be to bring injured workers back to productive work with medical restrictions on a temporary basis. This will allow the injured worker to maintain their self-image and lessen the physical and financial hardships caused by the injury.

ELI GI BI LI TY

To be eligible for the Alternate Duty Program, the injured worker must meet the following criteria:

- The injuries must be work related
- The medical provider must certify that the injured worker has a condition that does not allow them to perform their normal job duties.

PARAMETERS

The following parameters shall be applied to all eligible injured workers:

- **RATE OF PAY**
The injured worker may be brought back to work with the same or lower rate of pay.
- **WORK SCHEDULE**
The injured worker does not have to be assigned to their normal work shift or location. Every attempt will be made by the company to provide work on the same shift and location, but it does have the right to move injured workers to best accommodate their medical restrictions.

PROCEDURES

1. Upon returning to the facility from the medical provider, the injured worker must report to the Operations Manager and submit the medical documentation noting their work restrictions.
2. The Operations Manager will then assign the injured worker a job that meets the medical restrictions. Upon assigning the job, Operations Manager will then notify the supervisor in the respective department(s) that the injured worker will be assigned to the department. Refusal of

assignment by the injured worker may result in termination of the injured worker's workers' compensation benefits.

3. Upon arrival in the department, the Foreman will instruct the injured worker on the jobs or tasks that the injured worker will be performing. Consideration must be made to keep the tasks within the medical restrictions.
4. The Foreman will then provide periodic supervision and observation of the injured worker and provide communication with the injured worker on a regular basis. The Foreman should check on the condition of the injured worker to make sure they are staying within the restrictions and not having problems performing the tasks.
5. Management should meet with the injured worker on a weekly basis to check on the physical condition of the injured worker and answer any questions the injured worker may have regarding their injuries or benefits.



TITLE	Hazard Communication Program
POLICY #	10.00

The following program outlines the procedures for providing employees with information about chemical hazards and other hazardous substances found in the work place. This program, along with all applicable Material Safety Data Sheets, will be present on all job sites. The Operations Manager will be responsible for the overall administration of the program.

Container Labeling

No container of hazardous substances will be released for use until the following label information is verified by a representative of the company (project superintendent, project engineer, lead foreman):

- Containers are clearly labeled as to the contents;
- Appropriate hazard warnings are noted;
- The name and address of the manufacturer are listed.

Each supervisor has the responsibility to further ensure that employees are aware of the hazards of materials used in their work areas. Each supervisor will further ensure that all secondary containers are properly labeled. Either a duplicate copy of the manufacturers label or a generic label that is available at job site offices or the corporate office. Job site surveys by the company Operations Manager or their representative will be made periodically to ensure that all precautions are being taken.

Material Safety Data Sheets (msds)

Copies of MSDS for all hazardous substances to which employees of this Company may be exposed are kept in the corporate offices and all job sites. The Operations Manager will be responsible for obtaining and maintaining the data sheet system for the Company.

The Operations Manager will review incoming data sheets for new and significant health/safety information. They will see that new information is passed on to the affected employees. Job Superintendents will be responsible for inserting the new MSDS into all applicable binders.

(If alternatives to actual data sheets are used, the affected employees will be informed and instructed as to the location and how to use the forms.) If an MSDS is obviously incomplete, a new MSDS must be requested from the

manufacturer. The proper authorities must be notified if a completed MSDS is not received.

MSDS are available to all employees at their job site for review during each work shift. The MSDS will be maintained in the cab of each crane. Any employee requesting a copy of an MSDS should notify their supervisor and one will be furnished.

Note: Employees shall not be denied access to MSDS at anytime and no action will be taken against any employee who wants to see the MSDS files. The current law has been nicknamed "The Right to Know Law" and that is exactly what the contents of the law specify.

Employee Training and Information

During the new hire safety orientation and annually thereafter the company will conduct a Safety Training and Instruction for all employees by the Job Superintendent. Most important, however, are the Weekly Safety Training and Instruction meetings held by the Foremen. At this time employees will be reminded of the importance of reading and understanding MSDS. It is important that all of our employees understand the training. Elements of the training program include:

- The location of MSDS.
- How to acquire a MSDS.
- The effects of the chemicals and substances that employees are exposed to.
- Precautions for preventing overexposure to the chemical and substance employees work with.
- How to read a MSDS.
- How to read a product label.
- Overview of the OSHA Standard.

HAZARDOUS NON-ROUTINE TASKS

Periodically an employee may be asked to perform a hazardous non-routine task. Prior to starting work on such a task, each affected employee will be given information by their supervisor about hazards to which they may be exposed during such an activity. This information will include:

- Specific hazards;
- Protective/safety measure, which must be utilized;
- Measures the company has taken to lessen the hazards, such as

ventilation, respirators, stand-by person, and emergency procedures.

To ensure that our Subcontractors work safely on our projects, it is the responsibility of the Job Superintendent to provide Subcontractors with the following information:

- Hazardous substances to which they may be exposed while on the job site;
- Precautions the employees may take to lessen the possibility of exposure by usage of appropriate protective measures.

The information contained in our Injury and Illness Prevention Program and this Accident Prevention Plan is the minimum requirement for Hazardous Communication. Project specific hazard assessment, hazardous substance analysis, personal protection evaluation, and employee training will be in accordance with the Company's Hazardous Communication Program and OSHA requirements. The Company's Hazardous Communication Program may be reviewed at the **Kort Builders** offices.



TITLE	Fall Protection Policy
POLICY #	11.00

The purpose of this procedure is to ensure that employees are protected from fall hazards in accordance with Federal safety regulations. Supervisors are required to monitor and enforce the use of this procedure. Workers will be responsible to know and follow this safe operating procedure for fall protection.

The goal of this procedure is to eliminate or control every fall exposure at our worksites. Typically, our employees are not exposed to fall protection issues due to the nature of our work. If in the event of the need for fall protection, our firm will engineer and utilize fall protection systems to protect employees. This may include safety nets, standard guardrail (handrail, mid rail, toe board), personal fall arrest systems, warning lines and safety monitoring systems. If standard fall protection is not feasible, all workers must tie off. Tie off must be done with a full body harness and shock-absorbing lanyard equipped with double locking snaps.

The 1994 OSHA rule prohibits the use of body belts as part of a personal fall arrest system as of January 1, 1998. In addition, only locking type snap hooks will be permitted for use in personal fall arrest systems and positioning systems as of the same date.

The lanyard must be attached to the D-ring in the center of the back and to a structural member capable of supporting a 5,000-pound load in the event of a fall. The tie off point shall be above the head as high as practical. The lanyard can be no longer than six feet. Employees working from swing scaffolds, boatswain chairs, spider baskets, etc., shall tie off to an independent lifeline that is securely attached to a structural member. Each worker will have a separate lifeline to himself or herself.

Employees working near electrical equipment will use nylon or other non-conductive lanyards. Steel slings will not be used.

All fall protection equipment will be protected from damage and kept in good repair. Any equipment subject to in-service loading (a fall) will be immediately removed from service.

All employees exposed to fall hazards will be trained in this procedure by the Operations Manager. Documentation of training and certification of affected employees will be kept by the Operations Manager. This procedure will be strictly


enforced and any employee not in compliance will be subject to disciplinary action up to and including termination.

On August 9, 1994, OSHA published a final rule requiring construction employees to be protected with fall protection at heights six feet or higher. Other height guidelines are as follows:

Fall protection must be utilized at the following heights:

- **Roofing**
 - Commercial - six feet or higher
 - Residential - 25 feet or higher
- **General Industry** - four feet or higher
- **Grain Handling Facilities** - six feet or higher where feasible
- **Steel Erection** - 15 feet or higher
- **Scaffolds** - 10 feet or higher.
 - When width off scaffold is less than 45" - six feet or higher.
- **Ladders**
 - Fixed ladders - 25 feet or higher
 - Portable ladders - no fall protection required

These heights are presently the Federal guidelines issued. However, these can be subject to change at the Federal Government's discretion, or when dictation by the Site Specific Safety Plan. There may be exceptions to these guidelines. Refer to Federal Regulations 1926.502 for further information.

	TITLE	Confined Space Entry Program
	POLICY #	12.00

This program sets out procedures to be followed to protect the health and safety of employees entering confined spaces.

Roles and Responsibilities

Job Superintendent

Kort Builders' Operations Manager is responsible for working with Foremen to survey work areas for confined spaces. As necessary, the Operations Manager will appoint assessment teams or hire consultants to evaluate the hazards of specific spaces.

The Operations Manager will evaluate the access points of each confined space. If feasible, entry points must be sealed. If frequent work in the space is required, or the configuration of the space does not allow the entrance to be sealed, then the Operations Manager will work with the Foremen to devise appropriate physical barriers to secure the confined space.

Foremen

Foremen are responsible for working with Operations Manager to identify confined spaces within their departments and to assess the hazards associated with those spaces. Foremen also must ensure that:

- adequate numbers of workers are trained to take on confined space operations within their departments,
- appropriate personnel protective equipment (PPE) is used by employees involved in confined spaces operations,
- confined space work teams follow the procedures outlined in this program when testing, ventilating, isolating, cleaning, and entering and exiting confined spaces, and
- all confined spaces have warnings posted outside their entrances.

Employees and Contractors

All employees and contractors must:

- receive instruction as part of their initial safety orientation in avoiding confined spaces and recognizing confined space hazards,
- never enter confined spaces without first having receiving specialized training for confined spaces entrants,
- never enter a permit-required space without an entry permit, and
- fully comply with **Kort Builders'** procedures for entry of permit-required spaces.

Contractors

Managers hiring contractors to perform work involving entry into permit spaces must ensure that the contractors are trained in confined space entry procedures. In addition, contractors must be informed of **Kort Builders'** permit space entry procedures and of any hazards and procedures unique to the permit spaces that will be entered.

Contractors must receive the same confined spaces training provided to employees (see "Employee Training," below) unless they can produce documentation showing that they have received equivalent training. The documentation must include a certificate showing successful completion of confined spaces training as well as a written description of the training program.

Employee Training

Foremen will designate employees within their departments who will serve as entry supervisors, entry attendants, and confined space entrants. These employees will receive specialized training in accordance with the OSHA permit space standard (29 CFR §1910.146). At a minimum, training for employees involved in confined spaces operations will cover:

- the permit system,
- the hazards of the confined spaces in which work will be done,
- the proper use of all equipment needed for safe operations,

- the signs and symptoms indicating exposure to hazards,
- conditions for exiting the space, and
- emergency and rescue procedures.

Employees will receive a certificate of training after completing training.

Employees must receive training before they may enter permit spaces. An employee must be receive additional confined spaces training if the employee:

- is assigned confined space work of a different type than the work for which the employee has received training,
- is exposed to new hazards as a result of changes in permit space operations, and
- deviates from procedures or demonstrates some other lack of knowledge about permit space operations.

Employees on confined space entry teams must participate in rescue procedures drills. The drills will be held at least annually and, if possible, will involve fire and rescue personnel.

Confined Spaces Operation Teams

Entry into permit-required spaces requires employees or contractors to serve as confined space entrants, attendants, and supervisors. Foremen are responsible for appointing employees or contractors to serve in these roles during permit-required confined-space operations.

Entry supervisors

Entry supervisors must ensure that:

- a permit has been issued before workers enter permit-required confined spaces,
- necessary PPE and safety equipment is used by confined space entrants,
- participating workers have received required training, and
- work conditions in the confined space are safe.

Confined space attendant

Attendants must remain outside the confined space to:

- monitor safety conditions,
- support the work of entrants,
- remain in continuous contact with entrants,
- respond appropriately to hazards that might threaten confined space entrants, and
- contact emergency response personnel if necessary.

Attendants must understand the hazards of the confined space and be able to recognize ill effects indicating exposure to hazardous materials. The attendant must keep an exact and accurate count of the workers who have entered and exited the space.

If unsafe conditions arise, the attendant must order all entrants to stop working and to immediately evacuate the space. Attendants also are responsible for alerting the entry supervisor and for calling 911 to obtain the assistance of emergency response personnel.

Confined space entrants

Workers entering confined spaces must be familiar with the hazards presented by the space and must be able to recognize symptoms that could signal the effects of toxic or oxygen-deficient atmospheres. In addition, entrants must be trained in the use of any necessary PPE, such as breathing apparatus and safety harnesses. During entry into permit-required spaces, entrants must maintain contact with the confined space attendant at all times.

Identifying Permit Spaces

A confined space is defined as any space that has the following characteristics:

- Is large enough for an employee to enter the space to perform assigned work.
- Has limited or restricted means for entry or exit. (NOTE: Most confined spaces have limited or restricted means for entry or exit because they are

small in size and are difficult to move through easily. However, in some cases, openings may be very large. For example, an excavation may have a large opening, but may be difficult for employees to exit because of its depth.)

- Is not designed for continuous employee occupancy. (NOTE: Most confined spaces are not designed for employees to enter and work on a routine basis. They may be designed to store a product, enclose materials and process, or transport products or substances.)

Examples of confined spaces include sewers, electrical vaults, steam tunnels, mechanical rooms, or other similar types of enclosures.

Non-Permit and Permit-Required Spaces

All confined spaces are considered “permit-required” unless an evaluation by the Operations Manager demonstrates otherwise. For purposes of **Kort Builders’** confined spaces program, “non-permit confined space” and “permit-required confined space” are defined as follows:

Non-permit confined space means a confined space that does not contain, nor has the potential to contain, any hazard capable of causing death or serious physical harm.

Permit-required confined space (also known as a “permit space”) means a confined space that has one or more of the following characteristics:

- Contains or has a potential to contain a hazardous atmosphere.
- Contains a material that has the potential for engulfing an entrant.
- Has an internal configuration that might allow an entrant to become trapped or asphyxiated—e.g., inwardly-converging walls, a floor that slopes downward or tapers to a smaller cross-section, or materials storing or handling facilities that could release materials that could engulf the entrant.
- Contains any other recognized serious safety or health hazard.

Identifying Confined-Space Hazards

Once a space has been identified as a confined space, any hazards present within the space must be identified. Major categories of confined-space hazards include:

- **Oxygen-deficient atmospheres.** An atmosphere containing less than 19.5 percent oxygen is considered oxygen-deficient. There are a number of processes—e.g., welding, cutting, or brazing—that consume oxygen in a confined space. Oxygen levels also can be reduced as the result of oxygen displacement by other gases.
- **Flammable atmospheres.** Flammable gases, vapors, or dust can become combustible if mixed with air in certain concentrations. Oxygen-enriched atmospheres—i.e., those containing an oxygen concentration greater than 22 percent—also present extreme fire hazards.
- **Toxic atmospheres.** A toxic atmospheres can result from:
 - substances stored in the confined space,
 - work conducted inside the confined space that produces toxic vapors, or
 - toxic fumes produced outside the confined space that migrate into the confined space and accumulate there.
- **Mechanical and physical hazards.** Problems such as rotating or moving mechanical parts or electrical energy sources can create hazards within a confined space.
- **Engulfment hazards.** Materials in or around confined spaces could cause injury or death if allowed to flow over confined space entrants.

Entry into Permit-Required Spaces

Kort Builders' confined space program includes procedures for three types of entry into permit-required spaces:

- routine entry,
- alternate entry procedures, and
- emergency entry for rescue.

Procedures governing each type of entry situation are described below.

Routine Entry

Routine entries are those carried out under non-emergency conditions.

A permit is required for each routine entry into a permit space. The entry supervisor is responsible for completing the confined space entry permit. Forms are available from the Operations Manager. The entry supervisor signs the permit only after that individual has determined that all safety precautions have been taken. If a hot work permit is necessary, it must be submitted to the entry supervisor for approval at the same time that the confined space entry permit is submitted.

After the confined space entry permit has been approved, the entry supervisor must review the permit with the confined space entry team. The supervisor should point out any special restrictions or conditions imposed by the permit.

After work is completed, or if conditions change inside the permit space, the permit is canceled. Any unusual occurrences must be noted on the permit by the entry supervisor. The permit is returned to the Operations Manager to be maintained for one calendar year.

Alternate Entry

Alternate entries are those carried out in accordance with OSHA's alternate entry procedures for permit-required spaces (29 CFR §1910.146(c)(5)(ii)).

Alternate entry procedures can be used in permit spaces containing only atmospheric hazards that can be reduced and controlled through ventilation measures. Continuous forced air ventilation must reduce atmospheric hazards to:

- less than 5 percent of the lower flammability limit for flammable gases and vapors,
- less than 5 percent of the time weighted average permissible exposure limit for toxic gases, and
- less than 50 percent of the lower flammability limit for combustible dusts.

Contact the Operations Manager for information on how these thresholds apply to specific confined entry situations.

An alternate entry certificate specifying the conditions of entry must be approved and signed by an entry supervisor. A copy of the certificate must be posted outside the confined space during the confined space operations.

If the conditions under OSHA's alternate entry procedures are met, no special personal protective equipment, other than hard hats, work boots, work gloves, and eye protection, generally would be necessary. No attendant is needed. However, only individuals trained as confined space entrants can enter and perform work inside the permit space.

Emergency and Rescue Entry

Individuals who have been trained in confined space rescue procedures may attempt the rescue of workers who become trapped or incapacitated within a confined space.

If possible, emergency rescues should be made without entering the permit space. All entrants must wear harnesses or wristlets attached to rescue lines.

If employees become trapped or incapacitated inside a confined space or if emergency conditions arise, entry attendants should immediately call emergency response personnel. The attendant should try to use rescue lines to remove the confined space entrant(s) from the space. If the attendant is unable to extract the confined space entrant(s), the attendant should wait for emergency response personnel to arrive. While waiting for emergency response personnel to arrive, the entry attendant should take any necessary steps to prepare for the rescue—e.g., retesting the atmosphere or increasing ventilation. Entry attendants and supervisors also must be prepared to furnish applicable Material Safety Data Sheets (MSDSs) and atmospheric testing results to emergency responders.

Preparing the Confined Space for Entry

Before a confined space may be entered, confined space entry teams must take the following steps to prepare for entry:

- Test the confined space for oxygen content, flammability, and the presence of toxic gases (see “Testing Confined Spaces Atmospheres,” below).
- Post warning signs and install barriers necessary to isolate the space from other operations and to prevent inadvertent entry into the space by untrained employees.
- Install any lockout/tagout devices necessary to prevent accidental start up or energizing of equipment or power sources within the confined space.

- Position any necessary tools, safety equipment, or monitoring equipment near the confined space.
- Purge or ventilate the confined space atmosphere as necessary.
- Take steps such as blanking and bleeding, line breaking, and blinding to prevent materials from flowing into the permit space.

Testing Confined Spaces Atmospheres

The atmospheres of confined spaces must be tested for oxygen content, flammability, and the presence of toxic gases before employees are allowed to enter. Only qualified employees or consultants will perform testing.

Permit space atmospheric tests must always be conducted in the following sequence:

1. oxygen content,
2. flammability, and
3. levels of toxic materials.

Specific procedures on the use of oxygen meters, combustible gas indicators, photoionization detectors, sampling tubes, and other monitoring equipment can be found in documentation maintained by the Operations Manager for each piece of equipment.


After obtaining reliable tests results, confined space entry teams must follow procedures outlined below to eliminate or mitigate potentially hazardous atmospheres:

- If tests show that oxygen content is less than 19.5 percent or greater than 21.5 percent, perform additional ventilation. Then, shut off ventilation equipment and re-test the oxygen content.
- If tests for flammable gases or dusts give a reading of more than 10 percent of the LEL for the flammable gas or substance, continue ventilation of the confined space. Then, shut off the ventilation and re-test the atmosphere.

- If tests show a toxic atmosphere is present, no person should be permitted to enter the confined space at a level exceeding the OSHA-specified Permissible Exposure Limits (PELs) unless they are equipped with appropriate personal protective equipment. If the presence of a toxic substance is detected, the entry supervisor must request the substance's MSDS from the Operations Manager. This information must be used in assessing the appropriate protective equipment and safety measures to be used in entering the permit space and conducting work.

Safety Equipment


All entrants must wear safety harnesses or wristlets. These must be attached to a rescue line that is secured to a stationary winch on the outside of the space. Employees involved in confined space entry operations must be provided with, and must wear, appropriate personnel protective equipment—e.g., gloves, hard hat, boots, and chemical protective clothing. If respiratory protection is needed, only positive-pressure, self-contained breathing apparatus (SCBA) or positive-pressure, demand-supplied air respirators with 15-minute escape bottles may be used. Employees and contractors must be certified as proficient in the use of respirators before using them in confined space entry operations.

	TITLE	Electrical Safety Program
	POLICY #	13.00

To protect employees working with electrical parts and machines, the following safety plan has been implemented:

- Electrical current will flow to ground by the path of least resistance whether it is through you or a wire. Prevent yourself from becoming a path of least resistance.
- All extension cords and temporary wiring must be a three-wire conductor.
- Know whether wire (circuit) is energized before beginning work near any electrical wiring.
- Never make electrical repairs, connections, or installations unless you are qualified to do so.
- All extension cords must be checked before use. Remove any damaged cords from service immediately and report them to your supervisor.
- Protect extension cords and wiring from sharp corners, pinching, and being run over.
- All temporary light wiring should be supported 8' off the floor and not hung on nails or non-insulated wire.
- All lights bulbs exposed to contact are to be guarded.
- Do not wear metal or conductive hard hats when working near electrical wiring.
- Know the location of electrical circuits before beginning such work as drilling, jack hammering, or excavating to prevent accidental contact.
- Work on energized parts is prohibited.
- GFI protection will be used on all wiring installments on job sites.

- Employees working on electrical circuits will be required to wear eye protection at a minimum. Insulated gloves and shoes may also be required depending upon the job being performed.

	TITLE	Bloodborne Pathogens
	POLICY #	14.00

The purpose of this plan is to establish a program and procedures for employees' protection from bloodborne pathogens at Kort Builders.

This plan supports compliance with Occupational Safety and Health Administration 29 CFR 1910.1030 on bloodborne pathogens.

This plan applies to all company employees.

Definitions

Bloodborne Pathogens: Microorganisms that are present in human blood and body fluids and can cause diseases in humans. These pathogens include Hepatitis B Virus (HBV), Hepatitis C Virus (HCV) and Human Immunodeficiency Virus (HIV).

Exposure Incident: A situation in which an employee has contact with blood or other potentially infectious materials as a result of his or her duties. This contact includes specific eye, mouth, other mucous membrane, nonintact skin or parenteral contact.

Nonintact Skin: Skin that has cuts, abrasions or other openings through which bloodborne pathogens can enter the bloodstream.

Occupational Exposure: Reasonably anticipated employee contact with blood or other potentially infectious materials that may result from performing as employee's duties. This contact includes specific eye, mouth, other mucous membrane, nonintact skin or parenteral contact.

Source Individual: Any individual, living or dead, whose blood or other potentially infectious materials may be a source of occupational exposure to an employee.

Universal Precautions: An approach to infection control, in which all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, HCV and other bloodborne pathogens.

Program Activities: This section describes the specific management directives (practices) that establish organization, responsibility, authority and standards and that are necessary to implement the bloodborne pathogens program. Practices must be specific and factual, not procedural. They provide guidance on how particular matters should be handled.

Responsibilities

The program Administrator:

This person is responsible for these tasks:

- **Issuing and administering this plan and making sure that it satisfies the requirements of all applicable federal, state and local bloodborne pathogens regulations.**
- **Identifying which employees are likely to be exposed to bloodborne pathogens.**
- **Developing procedures for post exposure incidents.**

- Maintaining medical records of exposure incidents, training records and hepatitis vaccinations.
- Completing exposure incident reports and notifying affected individuals.
- Evaluating and updating the program annually.
- Training employees annually.

First Aid Providers:

These people are responsible for these tasks:

- Using Universal Precautions in all situations that involve exposure to blood and other body fluids.
- Informing the program administrator of all exposure incidents.

Program Activities

Determination Of Exposure

- A list will be made of all job classifications that have the potential for exposure to bloodborne pathogens.
- Specific tasks and procedures will be listed when only some employees in a job classification have the potential to be occupationally exposed.

Personal Protective Equipment (PPE)

- Employees will be provided with PPE at no cost.
- PPE will be removed before leaving the work area or after a garment becomes contaminated.
- Used PPE will be placed in designated containers.
- Gloves will be worn when the employee may have contact with blood or other potentially infectious materials.
- Gloves will be replaced if torn, punctured or contaminated.
- Utility gloves will be decontaminated for reuse if they are not torn or cracked.
- Decontaminated disposable gloves will never be reused.
- Appropriate face and eye protection will be worn when splashes, sprays, spatters or droplets of blood or other potentially infectious materials pose a hazard to the eyes, nose or mouth.
- Appropriate protective body covering will be worn when occupational exposure is anticipated.

Housekeeping

- All equipment and work surfaces that have been contaminated with blood or other potentially infectious materials will be cleaned and decontaminated with an appropriate disinfectant.
- Tongs, forceps or a brush and a dustpan will always be used to pick up contaminated broken glass.
- All infectious waste will be placed in red-colored plastic bags for disposal.

- Contaminated sharps will be discarded in containers that are closeable and puncture resistant. The containers will then be discarded into red-colored plastic bags.
- All regulated waste will be discarded according to federal, state and local regulations.

Labeling

- All infectious waste containers will be labeled with a biohazard symbol and the word *biohazard*.

HBV Pre-Exposure Program

- The Hepatitis B vaccine and vaccination series will be offered within 10 working days of initial assignment to employees who have occupational exposure.
- The vaccine and vaccinations, as well as all medical evaluations and follow-ups, will be made available to employees during work hours at no cost.
- Vaccinations will be administered according to current recommendations of the U.S. Public Health Service.
- Each employee who declines the vaccinations will sign a declination form. (The vaccination will still be available to the employee at a later date and at no cost if he or she continues to have the potential for exposure in the workplace.)

HBV Postexposure Program

- Company post exposure procedures will be followed for any employee who is not initially identified as occupationally exposed but who voluntarily or inadvertently becomes exposed in the workplace.
- The HBV vaccine will be administered within 24 hours of any reported exposure incident.

Exposure Incident Procedure

- The routes of exposure and how exposure occurred will be documented.
- The source individual will be identified and documented.
- If consent is given, the source individual's blood will be tested and documented as soon as possible to determine HIV, HBV and HCV infectivity.
- The exposed employee will be provided with the source individual's test results and information about applicable laws and regulations concerning source identity.
- After consent is given, the exposed employee's blood will be tested for HIV, HBV and HCV serological status.
- If the employee does not give consent for HIV serological testing, the baseline blood sample will be preserved for at least 90 days.

- **Recommendations by the U.S. Public Health Service will be followed.**
- **The health care provider who is responsible for administering the vaccine and post exposure evaluation will be given a copy of the OSHA standard.**
- **After an exposure incident occurs, the health care provider will receive, documentation of the route of exposed employee's job duties relevant to the exposure incident, documentation of the route of exposure and circumstances of exposure, results of the source individual's blood tests and all relevant employee medical records, including vaccination status.**
- **The employee will be provided with a copy of the health care provider's written opinion within 15 days after the evaluation.**

Training

- **Employees will be trained annually on the requirements of the OSHA standards, symptoms of bloodborne diseases, ways in which bloodborne pathogens are transmitted, how to recognize tasks that might result in occupational exposure and what measures are provided by the company's Written Exposure Control Plan (which will include receiving a copy of the plan.)**



TITLE	Lock Out / Tag Out Program
POLICY #	15.00

The purpose of this program is to establish procedures for the safe control of energy through the locking and tagging of equipment and machinery at **Kort Builders**. This program supports compliance with the Occupational Safety and Health Administration lockout/tagout standard, as found in 29 CFR 1910.147. This program applies to all company employees who are authorized to perform maintenance service activities on equipment or process that present energy hazards and to any employees who are affected by these activities.

DEFINITIONS

Affected Employee: An employee whose job requires him or her to operate or use a machine or equipment on which service or maintenance is being performed under lockout/tagout or whose job requires him or her to work in an area in which such service or maintenance is being performed. Affected employees must be informed when lockout/tagout is being performed.

Authorized Employee: A person who locks and tags machines or equipment in order to perform service or maintenance on it.

Energy-Isolating Device: A mechanical device that physically prevents the transmission or release of energy, including a manually operated electrical circuit breaker, a disconnect switch, a line valve, a block and any similar device used to block or isolate energy.

Lockout: The process used to identify, cut off and secure all energy sources before beginning repair, adjustment or maintenance. A lockout device is used to secure equipment or machinery in the "off" position, ensuring that it cannot be operated.

Lockout Device: A lock (either key or combination type) that hold an energy-isolating device in a safe position and prevents the machine or equipment from energizing.

Servicing And / Or Maintenance: Workplace activities that require lockout/tagout on the equipment before beginning the activity because employees may be exposed to the unexpected energization or startup of the equipment or the release of hazardous energy. Servicing and/or maintenance includes constructing, installing, setting up, adjusting, inspecting, modifying, lubricating, cleaning or unjamming and making tool changes.

Tagout: Attaching a tag to the lock on the power source that has been shut off, indicating the time and reason for the lockout and the name of the person doing the work. The tag acts as a warning not to restore energy to the equipment or machinery.

Zero-Energy State: All energy has been controlled in the machinery or equipment.

RESPONSIBILITIES

The Program Administrator:

This person is responsible for these tasks:

- Issuing and administering this program and making sure that it satisfies the requirements of all applicable Federal, State, and local lockout/tagout requirements.
- Providing initial and annual training of employees on lockout/tagout procedures.
- Maintaining the training records of all employees included in the training sessions.
- Verifying through periodic audit that the lockout/tagout program effectively protects employees who are servicing powered equipment.

The Foreman:

This person is responsible for these tasks:

- Ensuring that all employees who are authorized to service equipment within the facility have received training on appropriate lockout/tagout procedures and energy control plans.
- Completing an energy control procedure for each specific piece of equipment or process within the facility.
- Assuring that appropriate energy-isolating devices are available for all equipment and processes within the facility.
- Assigning locks to authorized employees.
- Coordinating activities of contractors that may affect lockout/tagout and energy control procedures within the company.

Managers and Supervisors Whose Departments' Contain Energized Equipment

These people are responsible for the task:

- Ensuring that only authorized employees service the equipment and machinery in their department.

Authorized Employees

These people are responsible for these tasks:

- Complying with the company's lockout/tagout program.
- Following all safe shutdown and startup procedures.
- Communicating activities to all affected employees and other authorized employees.
- Ensuring the security of their locks and keys.

Affected Employees

These people are responsible for these tasks:

- Advising the maintenance department when equipment needs servicing.
- Following the direction of the authorized employee as it affects the operation of their equipment.

Program Activities

General

- All equipment that contains energy of any form will be locked out prior to being serviced or maintained.
- All employees who are authorized to work on equipment or machinery in the company will follow appropriate company lockout/tagout procedures.
- Contractors who perform work on company equipment will comply with company lockout/tagout procedures.
- An energy control procedure will be completed for each piece of equipment requiring lockout. It will identify all energy-isolation points to be locked and tagged as well as any special information required to safely achieve a zero-energy state.

- A **Lockout Checklist** and a **Safe Startup Checklist** will be used during all service and maintenance activities to ensure the safety of both authorized and affected employees.

Work Requiring More Than One Person

- If more than one person is required to lock or tag out equipment, each person will place his or her own lock and tag on the energy-isolating device.
- When an energy-isolating device cannot accept multiple locks and tags, a multiple lockout device or hasp will be used.



TITLE	Housekeeping Policy
POLICY #	16.00


During the course of construction form and scrap lumber with protruding nails and other debris shall be kept cleared from the work areas, passageways and stairs, in and around buildings or other structures.

Combustible scrap and debris shall be removed during the course of construction. Safe means shall be provided to facilitate such removal. Form work shall be promptly removed.

Containers and/or safe areas shall be provided for the collection and separation of waste, trash, oily and used rags and other debris. Containers used for garbage and other oily, flammable or hazardous wastes such as caustics, acids, harmful dusts, etc., shall be equipped with covers. Garbage and other waste shall be disposed of at frequent and regular intervals.

Employees will be responsible for their proper upkeep of their immediate work areas. The inside of the crane cabs shall be maintained in a neat and orderly manner. All debris must be removed from the cabs on a daily basis.

Foremen shall maintain an orderly work site free from accumulations of construction debris. Clean-up shall be performed on an on-going basis.

	TITLE	New Hire Safety Orientation Program
	POLICY #	17.00

It is **Kort Builders'** belief that safety starts on the first day of employment. Every effort will be made to inform the new employee of our commitment to safety. Following are the topics that will be covered during the orientation process:

- Overview of the Safety Policy
- Safety goals and objections
- Employee safety responsibilities
- General safety rules and Disciplinary Program
- Hazard Communications Program
- Emergency Action Plan
- PPE requirements
- Blood borne Pathogens requirements
- Electrical safety and Lockout / Tag out
- Lead and Asbestos procedures
- Injury reporting and medical management
- Hazard reporting

The Foreman or Job Superintendent will be responsible for administering the new hire safety orientation prior to the employee performing work. Any job specific orientation that relates to particular jobsites or job specific safety plans will be conducted by the Job Superintendent or Foreman.

All new hire orientation training records will be maintained in the corporate main office.



New Hire Safety Orientation

Employee Name: _____

Job Title: _____


Date of Hire: _____

Topic	Supervisor Initials	Employee Initials	Date Completed
Overview of the Safety Policy			
Safety Goals and Objectives			
Employee Safety Responsibilities			
General Safety Rules			
Disciplinary Program			
Hazard Communications Program			
Emergency Action Plan			
PPE Requirements			
Bloodborne Pathogens Program			
Electrical Safety			
Lead & Asbestos Procedures			
Injury Reporting			
Hazard Reporting			

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Upon completion of this form, please return to the main office.

	TITLE	Tool Box Talk Safety Program
	POLICY #	18.00

We feel that the more an employee is aware of safety issues that they encounter during their daily duties, the less the likelihood of the employee becoming injured. In order to better educate our employees, a weekly Tool Box Talk Program has been implemented.

The topics covered during the Tool Box discussions are relevant to our operations. We attempt to cover new technologies, trends and items that truly impact our employees.


Any employee attending a Tool Box Talk will be required to sign a meeting roster. These rosters will be maintained at the job site or the main corporate office.

Employees will be required to attend a Tool Box Talk at least two times a month.

	TITLE	Company Safety Meeting
	POLICY #	19.00

Kort Builders considers employee participation in the safety program as a critical factor for success. As an aid in getting consistent participation, we have developed quarterly company safety meetings to guide the safety efforts. The meetings meet no less than quarterly.

The goal of the Safety Meetings is to provide oversight and direction to safety activities and issues within the company. Topics will be presented that have impact upon the health and safety of employees. An overview of any accident trends will also be discussed.

	TITLE	Management Safety Training
	POLICY #	20.00

Following are the requirements for management and supervisors personnel with respect to safety education and training:

OSHA Training

- All Supervisors and Foreman 10-hour course
- All Operations Managers and top management personnel 30-hour course

Other Safety Training

- All Supervisors, Foremen and top management personnel will receive extensive training and education on the Safety Manual and its contents.
- All management personnel will attend quarterly safety meetings conducted by the Operations Manager. The topics to be covered in each meeting will be:
 - Injury and accident trends
 - Self Inspection Corrective Action Items trends
 - Changes in company policies
 - Changes or revision in OSHA standards
 - Review of any outstanding corrective action items
- Incident Analysis Education
- Hazard Identification Training
- Job Hazard Analysis Training
- First Aid and CPR Training
- Instruction on how to Conduct Effective Safety Meetings

The Operations Manager will provide most of the instructions. Copies of the individual programs and the documentation of training activities will be maintained at the corporate office.



TITLE	Emergency Action Plan
POLICY #	21.00

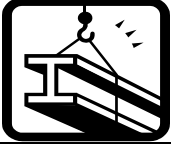
The following Emergency Action Plan has been implemented by **Kort Builders** to preserve the health and well being of our employees in the event of an emergency situation. It is our intent to preserve the health of the employees first and then address the condition of equipment and buildings. No employees will be involved in search and rescue operations at any of our job sites.

It shall be the responsibility of the Job Superintendent, or Foreman in his absence, to enact the Emergency Action Plan for the job site. In cases where we are not the General Contractor on the site, the General Contractor will inform our employees of the situation. In that case it will still be incumbent upon the Job Superintendent or Foreman to initiate the Plan. All employees on the job site are required to follow the Job Superintendent's orders.

At the beginning of each job, the Job Superintendent is required to cover the job specific Emergency Action Plan for their site. Employees are to be informed of:

- Emergency escape procedures
- Emergency escape routes
- Procedures to account for employees after an evacuation has been completed.
- Location of all fire extinguishers and other emergency equipment.
- The procedures to report emergencies
- The types of alarms to be used on the job.

Employees will be trained and educated on this plan at the time of hire and at least annually thereafter. Employees in supervisory position will also receive more detailed instructions on how to effectively manage emergency situations. The Operations Manager, or his designee, will be responsible for conducting this training. The Operations Manager will also be responsible for reviewing this plan and making any necessary changes at least annually.



Fall Protection Equipment Checklist

Job Site: _____

Date: _____

	Acceptable	Needs Improvement
Harnesses		
Buckles & D-rings		
Grommets		
Webbing		
Stitching		
Lanyards & Lifelines		
Webbing		
Shock Packs		
Snap Hooks		
Frays, Cuts & Tight Braid		
Anchor Points		
Roof Bracket Integrity		
Smooth Beam Trolleys		
Cross Arm Straps & Rings		
Rope Grabs		
Cam & Pin Wear		

Inspector: _____

Signature: _____

Date: _____

Upon completion of this form, please return to the Operations Manager.

Safety Inspection Checklist

		OK	NIC*	N/ A
Crane Equipment	Visible Defects			
	Ropes, Cable, Slings, Rigging			
Crane Operations	Barrier Guards			
	Rigging Practices			
	Overhead Hazards			
Welding Equipment & Operations	Visible Defects			
	Proper PPE			
Respiratory Protection	Proper Storage			
	Proper Usage			
Forklift Operations	Visible Defects			
	Horn & Back Up Alarm			
	Safe Operation			
	25' Rule			
Manlift Equipment	Visible Defects			
	Proper Operation			
Scissor Lift Equipment	Visible Defects			
	Proper Operation			
Lock Out	Equipment Available			
	Proper Usage			
Hearing Protection	HPD's available			
	HPD's worn properly			
Confined Space	Permits available			
	Proper Procedures			
	Rescue Equipment Available			
	Equipment Visible Defects			
	Competent Person On-Site			
Bloodborne Pathogens	Equipment Available			
	Proper Usage			
Personal Protective Equipment	Equipment Available			
	Proper Usage			
Hazard Communications	MSDS On-Site			
	All Containers Labeled			
Electrical	Live Parts Guarded			
	GFCI Protection			
	Safe Work Practices			
Fire Protection	Equipment Available			
	Visible Defects			
Ladders	Visible Defects			
	Safe Usage			
Compressed Gas	Visible Defects			
	20' Separation			
	Safe Usage			
	Proper Storage			
Fall Protection	Equipment Available			
	Proper Usage			
Housekeeping	Good Housekeeping Practices			
Machine Guarding	Machinery Guarded			

* **Not In compliance**

For any item marked "NIC" please explain what is to be done to correct the Issue.

Item	Resp	Due Date

Report Completed By	
Signature	
Date	

Operations Manager Review	
Signature	
Date	

PLEASE RETURN THIS FORM TO THE OPERATIONS MANAGER UPON COMPLETION.

INCIDENT ANALYSIS REPORT

Complete this report, in its entirety, after any incident. Incidents include near misses, OSHA recordables, off-site medical treatment, property damage incidents and chemical spills of more than 5 gallons. This form must be completed and returned to the Operations Manager within 24 hours of becoming aware of the incident.

Employees Name		Today's Date	
Job Title		Date of Incident	
		Time of Incident	
Location of Incident			

Incident Classification					
	Near Miss		Fire		Co. Vehicle
	Injury		Chemical Spill		Equip Damage
					Property
					Other

Incident Details			
Employees assigned task?			
Equipment or Tool being used?			
PPE used?			
Medical Treatment Sought?	Yes		No
Medical Facility?			

Type of Injury					
	Amputation		Concussion		Fall
	Bruise		Cut/Puncture		Flash Burn
	Burn (chem.)		Dermatitis		Foreign Object
	Burn (heat)		Dislocation		Fracture
	Chem Exp.		Electric Shock		Heat Stroke
	Strain		Ingestion		Unknown
					Hernia
					Inflammation
					Poisoning
					Radiation
					Sprain

INCIDENT ANALYSIS REPORT

Body Part Affected				
Abdomen		Ear	Head	Neck
Ankle		Elbow	Heart	Scalp
Arm		Eye	Hip	Shoulder
Back		Face	Kidney	Thigh
Brain		Finger	Knee	Toe
Chest		Foot	Leg	Wrist
Digestive		Hand	Lungs	Unknown

Check all conditions that may have contributed to the incident			
Congested work area		Defective tool/equipment	Safety equip unavailable
Hazardous arrangement		Poor Housekeeping	Poor lighting
Inadequate guarding		No established procedure	Poor warning system
Overhead hazards		Falling objects present	Disregarded procedure
Other			

Environmental Conditions			
Inside		Dry	Extreme Hot
Outside		Wet	Extreme Cold

Corrective Action Items		
Item	Resp	Due Date

Witnesses		
Name	Company	Phone

SUBCONTRACTOR PREQUALIFICATION FORM

Date: _____

Firm Name: _____

Firm Address: _____

Contacts: _____

Phone: _____ Fax: _____ Mobile: _____ Pager: _____

Years in business under this name: _____

Sole Prop: ___ Partnership: ___ Corporation: ___ Fed Tax ID # _____

Bank Affiliation: _____ Phone: _____

Name of bank contact person: _____

Bonding capacity: (Letter certified by your agent): _____

Insurance Carrier and coverage: (Have your insurance provider mail a Certificate of Insurance naming Kort Builders, Inc. as an "Additional Insured" to Kort Builders, Inc., 5333 West 86h Street, Indianapolis, IN 46268)

Average number of employees: _____ Field _____ Office

Size of projects you are capable of performing:

Low: \$ _____

High: \$ _____

Job References:

<u>Project</u>	<u>Contact</u>	<u>Phone</u>
----------------	----------------	--------------

1) _____

2) _____

3) _____

4) _____

Trade Credit References:

<u>Vendor</u>	<u>Address</u>	<u>Phone</u>
---------------	----------------	--------------

1) _____

2) _____

3) _____

4) _____

Owners/Officers:

<u>Name</u>	<u>Title</u>	<u>Home Phone</u>
-------------	--------------	-------------------

Areas of Specialization: _____

SUBCONTRACTOR PREQUALIFICATION FORM

Minimum Trip Charge: _____

Basic Price Rates For Services (Approximations: /sq.ft., /unit, /each, /lf, /yds, etc.)

<u>Description</u>	<u>Pricing</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Submitted By:

Name: _____ / _____
Printed Signature

Title: _____

CERTIFICATE OF INSURANCE REQUIREMENTS

To: Independent Subcontractors

Re: Certificates of Insurance: Worker's compensation Insurance/Worker's compensation Clearance Certificate Application and General Liability Insurance.

We require all independent subcontractors to provide us with a current **Certificate of Insurance** naming **Kort Builders, Inc.** as **both** a "**certificate holder**" and as an "**Additional Insured**". (The Certificate of Insurance **must** indicate that you carry General Liability Insurance and Worker's Compensation Insurance coverage). If you do not have Worker's Compensation coverage, then we need a copy of a current validated **Worker's Compensation Clearance Certificate Application** provided by the State of Indiana.

These documents should be provided to us prior to the date you begin work for us under your subcontract. These documents must also be provided to us before we release full payment on amounts due you. A 20% hold back will be retained until we receive these documents. If after 60 days, we are not provided with a current Certificate of Insurance and/or a validated Certificate Application, the 20% hold back will be remitted to our insurance carrier for coverage.

Instructions:

[] **Certificate of Insurance:**

If you carry General Liability and/or Worker's Compensation Insurance, merely have your insurance agent send or FAX us a Certificate at:

**Kort Builders, Inc.
5333 West 86th Street
Indianapolis, IN 46268
FAX: (317) 334-0146**

[] **Worker's Compensation Clearance Certificate Application:**

If you do not carry Worker's Compensation Insurance fill out the enclosed WCE-1 (State Form 45899) and submit the Form with a \$20.00 filing fee to:

**Indiana Department of Revenue
P.O. Box 6072
Indianapolis, IN 46206-6192**

(The \$20.00 must be paid using a money order or certified check)

Upon your receipt of the validated Certificate Application, mail or FAX a copy to us at:

**Kort Builders, Inc.
5333 West 86th Street
Indianapolis, IN 46268
FAX: (317) 334-0146**

Should you have any questions, call Kathy Gee or Steve Kort at (317) 872-4181.



WCE-1
 State Form
 45899
 R3 / 7-06

Indiana Department of Revenue

**WORKER'S COMPENSATION CLEARANCE
 CERTIFICATE APPLICATION**

Name of Independent Contractor (<i>type or print</i>) Last, First		Business Name	Specified Trade
Address (<i>number, and street, city, state, ZIP code</i>)			Telephone Number (<i>including area code</i>)
E-mail Address	Social Security Number	Affidavit of Exemption Number (<i>State Use Only</i>)	

Are you an Indiana resident? Yes No If no, please enter your state of residence: _____

Under the provisions of IC 22-3-2-14.5 and/or IC 22-3-7-34.5, I, the undersigned, am hereby requesting issuance to me of an Independent Contractor Affidavit of Exemption:

I am an independent contractor working in the construction trades, as defined by IC 22-3-6-1 (b) (7) and/or IC 22-3-7-9 (b) (5).

I am the sole proprietor as defined by IC 22-3-6-1 (b) (4) and IC 22-3-7-9 (b) (2) and am thereby exempted from worker's compensation coverage. Sole proprietorship name: _____ SSN: _____

I am a partner in a partnership as defined by IC 22-3-6-1 (b) (5) and IC 22-3-7-9 (b) (3) and am thereby exempted from worker's compensation coverage. Partnership name: _____ FID: _____

My independent contractor business is incorporated and I am an officer of that corporation: Yes No

I have employees: Yes No If yes, please complete the following, (if extra space is needed attach another sheet):

Employee Name	SSN / TIN / FID	Indiana Resident?
		<input type="checkbox"/> Yes <input type="checkbox"/> No If no, state of residence is: _____
		<input type="checkbox"/> Yes <input type="checkbox"/> No If no, state of residence is: _____
		<input type="checkbox"/> Yes <input type="checkbox"/> No If no, state of residence is: _____

Signature of Applicant	Date signed
------------------------	-------------

This affidavit certifies that the above named person is an independent contractor as defined by the indicated provisions of law, that the above named person has worker's compensation insurance or is a qualified self-insurer as to any and all employees in their hire, and that the above named person desires to be exempt from worker's compensation coverage and foregoes the right of recovery under the Worker's Compensation Act from anyone for whom this person works as an independent contractor. This affidavit is binding and holds harmless any person and their worker's compensation insurance carrier contracting with the above named person (as an independent contractor) and their worker's compensation insurance carrier. This affidavit is valid for one year from the date of issue. **You must re-apply each year to maintain exempt status. This information may be shared with the Internal Revenue Service and/or other**

State Use Only

\$20 Non-Refundable Filing Fee Required <input type="checkbox"/> \$ 5.00 DOR filing fee <input type="checkbox"/> \$15.00 WCB filing fee	Date issued
--	-------------

Payment must be made using money order or certified check.

Please mail to: Indiana Department of Revenue
 P.O. Box 1924
 Indianapolis, IN 46204-1924

Worker's Compensation Application Checklist

This form is only to be used by independent contractors in the building and/or construction trades.

This Application for Certification of Exemption represents a statement by you that you are an independent contractor in the building and/or construction trade and are therefore not required to carry worker's compensation insurance on yourself. **The Indiana Department of Revenue may share this information with the Internal Revenue Service (IRS) and /or other states.**

The status establishing this registration process states that an independent contractor is defined similarly to the IRS tax guidelines for determining independent contractor status. The IRS uses several factors to determine whether an individual is an independent contractor or an employee. Listed below are some of the characteristics of each. *If you fail to meet these qualifications, you will not receive certification.*

An independent contractor generally:

- directs his own work and performs the work in the manner he chooses, without direction from the general contractor;
- sets his own hours;
- may hire assistants;
- provides his own tools and materials;
- is paid by the job rather than by the hour;
- may make a profit or suffer a loss on a job; and
- is free to work for more than one person or firm and to offer his services to the general public.

An employee generally:

- is under the control of his employer;
- has income taxes withheld from his pay;
- must work the hours specified by the employer;
- receives pay on an hourly basis;
- must perform the work in the manner indicated by the employer;
- receives training, tools and equipment provided by the employer;
- is not free to offer his services to many persons or firms or to the general public; and
- can be fired at any time.

Are you new to the state of Indiana or the United States? If so, you will be required to submit verification of your residency. Some examples include:

- valid Indiana Driver's Licence;
- Permanent Resident Card (green card);
- copy of income tax return from another state;
- copy of federal income tax return;
- voter's registration card;
- Individual Tax Identification Number (ITIN) (resident aliens)

This application for a Certification of Exemption from worker's compensation in Indiana will be processed by verifying your status as an Independent Contractor. The Indiana Department of Revenue will examine your past tax records to determine if you have identified yourself as an independent contractor in past years and are current on your individual tax filings. Failure to comply will result in denial of certification.

I.C.22-3-2-14.5 requires that you be certified by the Department of Revenue. The Certification is filed for you with the Indiana Worker's Compensation Board to obtain your Independent Contractor status. You are required to pay a \$20 fee, \$5 (**nonrefundable**) to the Indiana Department of Revenue and \$15 to the Indiana Worker's Compensation Board, for making the application. *Please allow up to seven business days for the Department of Revenue and an additional seven days for the Workers Compensation Board to process this request.* If you do not meet the criteria for establishing your status as an independent contractor, you will be contacted with instructions on providing additional information, or notification of denial.

Your certification is not valid until the Worker's Compensation Board has stamped it. Mail your application to the Indiana Department of Revenue for processing. Upon approval of both the Department of Revenue and the Worker's Compensation Board, you will receive your validated Certificate of Exemption and a copy of Income Tax Information Bulletin #86 in the mail.

Note: Until you receive a Certificate of Exemption from the Indiana Worker's Compensation Board, you are required to be covered by a worker's compensation policy under Indiana law.

Form W-9 Request for Taxpayer Identification Number and Certification

Please complete the enclosed Form W-9 and return it to:

Kort Builders, Inc.
5333 West 86th Street
Indianapolis, Indiana 46268

We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with this information, you may be subject to a \$50.00 penalty imposed by the Internal Revenue Service under section 6723.

Instructions

Please Print or Type

1. Fill in the name, address and city, state and ZIP code of the person or entity whose tax ID number you enter.
2. Enter appropriate Taxpayer ID Number: Social security number for individuals or sole proprietors or employer identification number for partnerships, corporations or other legal entities.
3. If exempt from backup withholding, write "EXEMPT" in Part II.
4. Sign and date the certification.
5. Additional detailed instructions are on Form W-9.
6. Should you have any questions, call Kathy, Steve or Bob at (317) 872-4181.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

MASTER SUBCONTRACT AGREEMENT

Subcontract Agreement No.: _____ Date: _____

In consideration for the mutual covenants contained herein, the Parties hereto agree as follows:

PROJECT NAME _____
LOCATION _____

CONTRACTOR KORT BUILDERS, INC. SUBCONTRACTOR _____
ADDRESS 5333 West 86th Street ADDRESS _____
Indianapolis, Indiana 46268

PH: _____ FAX: _____

OWNER _____ ARCHITECT _____
ADDRESS _____ ADDRESS _____

ARTICLE 1 - THE SUBCONTRACT DOCUMENTS

1.1 The Subcontract Documents which shall govern this Subcontract and the Subcontract Work (referred to herein as the "Work") consist of this Subcontract and Exhibits listed or referred to herein and any and all other documents which form or govern the Agreement between the Contractor and Owner ("General Contract"). The Subcontract Documents include, without limitation, the Subcontract and General Conditions of the Subcontract, general, supplementary and other Conditions of the General Contract, Drawings, Plans, Specifications, the Project Manual, accepted alternates, all Addenda issued prior to execution of this Subcontract, schedules, and all Modifications issued subsequent hereto. All of the Contract Documents are part of this Subcontract and have been made available for inspection by Subcontractor. A list of drawings, specifications, and Addenda is attached hereto and made a part hereof as Exhibit "A." Subcontractor agrees to be bound to Contractor by all of the terms of the Contract Documents and, with respect to the Work, to assume toward Contractor all of the obligations and responsibilities that Contractor by those instruments assumes toward Owner or other third parties. Subcontractor further agrees that Contractor shall, in addition to other rights and remedies provided by the Subcontract, have the same rights and remedies against Subcontractor that Owner or any other third party has against Contractor under the Contract Documents. In the event that Subcontractor has performed any of the Work prior to the date of this Subcontract, pursuant to authorizations to proceed, letters of intent or otherwise, this Subcontract and the Contract Documents shall govern such prior Work to the same extent as though such Work was performed after the date hereof. These form the Subcontract, and are as fully a part of this Subcontract as if repeated herein. The Subcontract represents the entire and integrated agreement and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 The Subcontract Documents shall be deemed to include and require all items and aspects of labor, material, equipment, services and transportation incidental to or necessary for the proper and efficient execution and completion of the Work as it relates to the Project. The Subcontract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically covered in the Subcontract Documents or which is subject to question and interpretation because of conflicts, duplications or ambiguities may, at Contractor's option, be required of Subcontractor if it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the results intended by this Subcontract. As such, any part of the Work shown on Drawings but not specifically mentioned in the Specifications or vice versa shall be considered as part of the Work, the same as though included in both.

1.3 In the event of an irreconcilable conflict within or between the terms of the Subcontract Documents, the term(s) which give greater rights to the Contractor or describe the Work hereunder in more qualitative or quantitative respects shall govern, at the option of Contractor, without regard to the party or person who drafted the instrument containing such term.

1.4 Subcontract Work shall consist of performance of the _____ scope of work. The Subcontract Work shall be performed in strict compliance with this Subcontract and the Contract Documents. A description of the Subcontract Work is more particularly described in the attached Exhibit "B," which is attached hereto and made hereof as if fully written herein.

1.5 The minimum quality and fitness of products and workmanship shall be based on the requirements that all Work shall conform with the quality levels established by the Subcontract Documents and any decisions as to the acceptability of products or workmanship shall rest with Contractor and such other parties as provided by the Subcontract Documents. What is or has been usual or customary in a given trade or on other projects shall not limit, qualify or reduce the standards of quality, fitness and/or performance of products and workmanship established by or inferable from the Contract Documents

ARTICLE 2 - GENERAL OBLIGATIONS

2.1 Cooperation. The Subcontractor shall (a) cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors or Owner's own forces; (b) cooperate with the Contractor, other subcontractors and the Owner's own forces whose Work might interfere with the Subcontractor's Work; and (c) advise the Contractor of actual or potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors or the Owner's own forces.

2.2 Submittals. The Subcontractor shall promptly submit (a) shop drawings, product data, samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in

the activities of the Contractor or other subcontractors; (b) a schedule of values allocated to the various parts of the Work of this Subcontract, aggregating the Subcontract Sum, made out in such detail as required by the Contractor, and supported by such evidence as the Contractor may direct, which schedules of values, as approved, shall form the basis for Subcontractor's applications for payments; and (c) periodic progress reports on the Work of this Subcontract as required by Contractor, including information on the status of materials and equipment which may be in the course of preparation or manufacture.

2.3 If Subcontractor shall make changes in design, including dimensional changes, either through shop drawings or actual field work, it shall accept all responsibility for the structural and functional adequacy of such changes and their acceptance by Owner, Architect or Engineer. Any structural or functional inadequacies which may develop because of such changes shall be remedied by Subcontractor in spite of any approvals given by Owner, Architect or Engineer unless such change is specifically included in a change order provided for in Article 3. In addition, the costs of additional work, redoing or repairing work incurred by other trades or by Contractor resulting from such changes shall be borne by Subcontractor.

2.4 Subcontractor shall at all times supply adequate tools, appliances and equipment, a sufficient number of properly skilled workmen and a sufficient amount of materials and supplies of proper quality to efficiently and promptly prosecute the Work. Subcontractor shall promptly pay for all material purchased, shall pay required fringe benefits and shall pay all workmen each week, and, if requested by Contractor, obtain and furnish Contractor weekly with signed receipts from all workmen showing the date of payment, amount paid, number of hours paid, the days on which said labor was performed, the classification of the labor so paid and the rate of wage per hour paid. Subcontractor also shall supply Contractor weekly with two copies of payroll verified by affidavit, if requested.

2.5 Subcontractor shall maintain adequate experienced and cooperative supervisory personnel acceptable and satisfactory to Contractor at the Work site at all times. Subcontractor shall provide a full-time, on-site job manager or superintendent for the Project who shall be duly authorized to act for and on behalf of Subcontractor in all matters pertaining to the Project and said manager or superintendent shall attend all job-site meetings regarding the Project when requested by Contractor.

2.6 Subcontractor, for itself and all others directly or indirectly acting for, through or under Subcontractor, including its subcontractors, material suppliers and all other persons for whom Subcontractor is responsible, in consideration of Contractor making the Subcontract, agrees that no stop work notices, mechanic's liens or claims, or any statutory claim notices to Owner shall be filed against the Project or premises or any interests therein, or against any fund or money due or to become due from Owner to Contractor for or on account of any work, materials, or other items performed or furnished in connection with the Work, except in the event that such waiver is prohibited by law in which event such notice, lien or claims shall not be filed or issued until and unless, as a contractual precondition to the right to proceed with such action, Subcontractor first furnishes written notice to Contractor of its nonpayment and the basis for and amount of such claim within five (5) days from the date that such claim first arises. Should Subcontractor fail to furnish such notice to Contractor, or fail to furnish it in a timely manner, Subcontractor's right to proceed to exercise such statutory remedies as may be allowed to Subcontractor shall be barred. In the event that such waiver is not prohibited by law, then Subcontractor hereby expressly and unconditionally waives and releases any and all such rights and remedies to file such notices, liens and claims, and agrees that this waiver and release shall be an independent covenant and shall apply as well to work performed and materials furnished under a change order or supplemental agreement for extra or additional work.

2.7 Subcontractor will save and keep the Project structures and improvements, the real estate within which the Project is situated, the interests of Owner and all other persons in such Project and real estate, and the contract proceeds or other moneys now due or hereafter to become due and payable by Owner to Contractor, free from all third party mechanic's and other liens and from any claim against the contract proceeds or to establish the personal liability of Owner or Contractor by reason of the Work or any labor, materials or other things used therein. If Subcontractor fails to remove any lien or claim against Owner or the contract proceeds by any of its subcontractors, material suppliers or others for whom it is responsible, by bonding or otherwise as directed by Contractor, and within the time period required by Contractor, then Contractor may retain sufficient funds out of any money due or thereafter to become due by Contractor to Subcontractor to pay the same and all costs incurred by reason thereof and may pay or bond said lien and costs out of any funds at any time in the hands of Contractor and otherwise owing to Subcontractor.

2.8 Protection And Safety. The Subcontractor shall (a) take necessary precautions to protect properly the Work of other subcontractors from damage caused by operations under this Subcontract; (b) take reasonable safety precautions with respect to performance of this Subcontract; (c) comply with safety measures initiated by the Contractor and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons or property in accordance with the requirements of the General Contract; and (d) immediately report to the Contractor any injury to an employee or agent of the Subcontractor which occurs at the site.

2.9 Hazardous Substances. If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

2.10 Compliance With Laws. The Subcontractor shall (a) give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Work of this Subcontract; (b) secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's Work; and (c) comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' or workmen's compensation acts.

2.11 Cleanup. The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract.

2.12 Warranty. The Subcontractor warrants to the Owner, Architect and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the Work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents.

2.13 Subcontractor shall, at its sole expense, promptly and properly repair, replace or otherwise correct any Work that is (i) rejected by Owner, Contractor or Architect, or (ii) known, observed or discovered at any time by Subcontractor, Contractor, Owner or Architect to be defective or failing to conform to the Subcontract Documents and shall pay Contractor for all expenses incurred in any delay caused by remedying defective or otherwise nonconforming Work.

2.14 If within one year after final completion and acceptance of the Project, or such longer period as established with respect to Contractor's obligations under the Subcontract Documents, the Work or any portion thereof is found to be not in accordance with the requirements of the Subcontract Documents, Subcontractor shall correct it promptly after receipt of written notice from Contractor to do so. The period within which Subcontractor shall be obligated to correct Work shall be extended with respect to portions of Work, including corrective work, first performed after final completion and acceptance of the Project. Subcontractor's obligations under this Paragraph shall survive completion and acceptance of the Work and Project and termination of this Subcontract.

2.15 Indemnity. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Subcontractor, the Subcontractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

2.16 In any instance whereby Contractor is entitled, under the terms of this Subcontract, to be indemnified by or recover any moneys from Subcontractor, Contractor shall be entitled, in addition, to recover from Subcontractor (i) interest on any sums due from Subcontractor at the rate of eighteen percent (18%) per annum to accrue from the date due until paid, notwithstanding any dispute or uncertainty concerning the means or standards by which the amount of monetary recovery is to be ascertained, (ii) reasonable attorney fees incurred by Contractor for all investigation, negotiation, litigation, arbitration and other such services commonly performed by attorneys, and (iii) all court costs, fees paid to experts, arbitration fees and like expenses.

2.17 No Assignment. The Subcontractor shall not assign the Work of this Subcontract without the written consent of the Contractor, nor subcontract the whole of this Subcontract without the written consent of the Contractor, nor further subcontract portions of this Subcontract without written notification to the Contractor when such notification is requested by the Contractor.

ARTICLE 3 - CHANGES IN THE WORK

3.1 The Owner may make changes in the Subcontractor's Work by issuing change directives, change orders or otherwise as provided by the Contract Documents (herein referred to collectively as "Modifications"). Upon being notified of such a Modification, the Subcontractor shall not, without Contractor's consent, thereafter order materials or perform Work which would be inconsistent with the changes made by the Modification.

3.2 The Subcontractor may be ordered in writing by the Contractor, to make changes in the Work consisting of additions, deletions or other revisions, including those required by Modifications to the General Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

3.3 No alterations, increases or decreases shall be made in the Work as shown or described by the Subcontract Documents except as specifically authorized or directed by a written order signed by a duly authorized representative of Contractor. Subcontractor shall have no claim for additional, extra or changed Work unless such Work is undertaken in pursuance of such written signed order. Any Work performed without such written order will be at Subcontractor's sole risk and expense.

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

3.5 If Owner, Contractor or Architect disputes the validity or amount of a change proposal or claim submitted by Subcontractor or if a dispute exists between Subcontractor and Contractor concerning whether the Work entitles Subcontractor to additional

compensation but Contractor nevertheless directs Subcontractor to proceed with the disputed work, Subcontractor shall promptly commence, prosecute and complete such Work pending resolution of the dispute.

ARTICLE 4 - ARBITRATION

4.1 Any controversy or claim between the Contractor and the Subcontractor arising out of or related to this Subcontract, or the breach thereof, shall be settled by arbitration, which shall be conducted in the same manner and under the same procedure as provided in the General Contract with respect to claims between the Owner and the Contractor, except that a decision by the Architect shall not be a condition precedent to arbitration. If the General Contract does not provide for arbitration or fails to specify the manner and procedure for arbitration, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Venue for such arbitration shall be in Indianapolis, Indiana, and the proceedings shall be governed by the laws of the State of Indiana.

4.2 Any decision or determination by Owner or Architect under the Subcontract Documents that in any manner and by whatever means becomes binding upon Contractor shall also become equally binding upon Subcontractor insofar as it relates to or affects Subcontractor's Work or other obligations assumed or to be fulfilled by Subcontractor, including without limitation any amounts and payments to which Subcontractor may be entitled or for which Subcontractor may be liable. Any award, judgment or agreement in settlement of a dispute concerning such matters and resulting from arbitration, litigation or negotiations in which Owner and Contractor are parties or participants shall be as binding upon Subcontractor and its Surety as though Subcontractor and its Surety were named and joined in such proceeding, provided that Subcontractor has been given a reasonable opportunity to join, participate, assist or provide supporting evidence in the presentation of any claim, defense or other issue in controversy that is settled or resolved thereby.

4.3 This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 - DEFAULT AND TERMINATION

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

5.2 If the Subcontractor persistently or repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Agreement and fails within two working days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after two working days following receipt by the Subcontractor of an additional written notice and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient.

5.3 In the event that Contractor shall elect to proceed as provided under Paragraph 5.2 hereof, Subcontractor shall not be entitled to receive any payment under the Subcontract which might otherwise be due it until the Work shall be finished and payment in full therefor shall be made by Owner to Contractor, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the expenses incurred by Contractor in completing and correcting Subcontractor's Work, plus any costs and damages sustained by Contractor by reason of such failure or lack of performance by Subcontractor, including but not limited to delay damages, attorney's fees, costs of administration, and a reasonable allowance for overhead and profit, such excess shall be paid by Contractor to Subcontractor, but if such expense plus costs and damages shall exceed such unpaid balance, Subcontractor and its surety shall be liable to Contractor for such deficiency. A determination of default made by Contractor in good faith under the belief that a default exists under the terms hereof, shall be conclusive on the fact of such default and on Contractor's right to proceed as herein provided.

5.4 The Contractor may, at any time, terminate the Subcontract for the Contractor's convenience and without cause. Upon receipt of written notice from the Contractor of such termination the Subcontractor shall (a) cease operations as directed by the Contractor in the notice; (b) take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing sub-subcontracts and purchase orders. In case of such termination for convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, but shall not be entitled to any compensation in respect of the Work not executed. Recovery by Subcontractor of lost anticipated profit, overhead, or other direct, indirect or consequential damages relating to portions of Work not performed under the uncompleted portions of the Subcontract are hereby specifically excluded. The payment provided by this Paragraph shall constitute Subcontractor's exclusive remedy in the event of such termination.

ARTICLE 6 - COMMENCEMENT AND COMPLETION

6.1 Unless otherwise specified in this Agreement, the date of commencement of Subcontractor's Work shall be the date of this Agreement, as first written above, unless provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

6.2 The Work of this Subcontract shall be performed and completed in accordance with the Progress Schedule Requirements attached hereto as Exhibit "C", and/or Contractor's schedules, subject to adjustments of this Subcontract Time as provided in the

Subcontract Documents, it being understood and agreed that time is of the essence of this Subcontract and any breach of same shall go to the essence thereof.

6.3 Subcontractor, in agreeing to complete the Work within the times and sequences herein mentioned, has taken into consideration and made allowances for all hindrances, delays and adverse working conditions which are or may be incident to its Work. Subcontractor acknowledges and agrees that the times allotted by the Subcontract for the performance and completion of the Work are reasonable and take into account the risks and adverse conditions assumed by Subcontractor hereunder. If, in the opinion of Contractor, Subcontractor is behind schedule in its Work or is failing, without cause, to maintain progress of its Work to conform to the general progress of all work for the Project, Subcontractor shall, at its own expense, perform any overtime work, use extra labor, and undertake all other means necessary to bring its Work back on schedule.

6.4 If Subcontractor is responsible for any delay in the prosecution or completion of any Work or causes a disruption of any time, sequence or scheduled work activity of Contractor, Owner, other subcontractors or third parties, Subcontractor shall pay Contractor for all costs and damages suffered by Contractor as a result of such delay or disruption including, without limitation, any actual or liquidated damages assessed against Contractor by the Owner. In the event that any such delay or disruption is caused by the acts, omissions or neglect of Subcontractor and the concurrent acts, omissions or neglect of Contractor, other subcontractors or third parties, Subcontractor agrees to pay Contractor a proportionate share of damages suffered, incurred by or assessed against Contractor, including assessed liquidated damages, as allocated by Contractor, in good faith, between and among Subcontractor and other responsible parties. Such sums may be deducted by Contractor from any unpaid portion of the Subcontract Amount, and without limiting the option of Contractor to terminate this Subcontract for default as herein elsewhere provided.

6.5 In the event Subcontractor's performance of the Work is delayed, suspended, hindered or disrupted for any period of time by individual or cumulative acts or omissions of or interference by Owner, Contractor, Architect, other subcontractors or third parties or due to fire or other casualty, or on account of riots or of strikes, or other combined action of workmen or others, or on account of any acts of God, or any other cause whether or not within the Owner's or Contractor's control, Subcontractor may request an extension of time for performance of the Work; provided, that the extension of time granted to Subcontractor shall not under any circumstances exceed the extension of time granted to Contractor therefor. The right to such time extension shall be Subcontractor's sole and exclusive remedy and accordingly, Subcontractor shall not be entitled to claim or recover any increase in the Subcontract Amount or damages or additional compensation of any type whatsoever as a consequence of any such delays, suspensions, hindrances or disturbances, whether or not contemplated by the parties and regardless of the severity or duration thereof. Subcontractor hereby assumes the risk of all suspensions of, delays in, or hindrances to the performance of the Work, regardless of the length thereof, arising from any and all causes whatsoever, including, without limitation, those causes listed above or on account of any circumstances caused or contributed to by Subcontractor.

6.6 Liquidated damages, if any, assessed by the Owner as against the Contractor on account of delay caused in whole or in part by any act, omission or neglect by the Subcontractor, may be assessed by the Contractor against the Subcontractor to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable.

ARTICLE 7 - TERMS OF PAYMENT

7.1 Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents, based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect.

7.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as otherwise on Page 1. The Contractor shall pay the Subcontractor each progress payment within seven working days after the Contractor receives payment from the Owner.

7.3 Each application for payment shall be based upon the most recent approved schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require.

7.4 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment. Except as otherwise provided by the provisions of the Subcontract Documents, the amount of each progress payment shall be computed by taking that portion of the Subcontract Sum properly allocable to completed Work and subtracting (a) the percentage to be retained therefrom as stated on Page 1, and (b) the aggregate of previous payments made by the Contractor. Computations of payments shall not include amounts which are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a Certificate of Payment for a cause which is the fault of the Subcontractor.

7.5 Payments shall not become due to Subcontractor unless and until Contractor receives payment for such Work from Owner and the amount due shall not exceed the amount actually received by Contractor as applicable to Subcontractor's Work; otherwise the time when such payments shall be due to Subcontractor shall be postponed until Contractor has received same from Owner. Such receipt of payment by Contractor is intended as a condition precedent to Contractor's duty to pay Subcontractor and Subcontractor accepts such risk. Subcontractor expressly contemplates that payments to it are contingent upon Contractor receiving payment from Owner, and Subcontractor expressly agrees to accept the risk that it will not be paid for work performed by it in the event that Contractor, for whatever reason, is not paid by Owner for such work. Subcontractor relies primarily for payment for work performed on the credit and ability of Owner, and not Contractor, and Subcontractor agrees that payment by Owner to Contractor for work performed by Subcontractor shall be a condition precedent to any payment obligation of Contractor to Subcontractor.

7.6 Subcontractor shall pay for all materials, machinery, equipment and labor used in, or in connection with, the performance of this Subcontract through the period covered by previous payments received from Contractor, and no interim or final payments shall become due until Subcontractor has furnished affidavits, waivers, releases, certificates, or other evidence, in substance and form satisfactory to Contractor, to establish Subcontractor's payment to or discharge of claims and liens in respect of such materials, machinery, equipment and labor, and any other documents or evidence required by the Contract Documents in a form acceptable to Contractor. Such receipts and /or evidence shall be a condition precedent to any right or claim Subcontractor may have for payment for any work done under the Subcontract.

7.7 If, at any time Contractor, in its sole discretion, determines that Subcontractor's financial condition has become, in Contractor's opinion, unsatisfactory, Subcontractor shall furnish adequate financial security or other equivalent proof of ability to perform, satisfactory to Contractor, within five (5) days after receipt of written notice. Failure to provide the security or proof requested hereunder may be treated by Contractor as a breach or default under Article 5 of this Subcontract.

7.8 Subcontractor agrees that moneys received for the performance of the Work hereunder shall be held in trust for payment for labor and material utilized in performing Subcontractor's Work, and said moneys received in payment by Contractor to Subcontractor shall not be diverted to satisfy any other obligations of Subcontractor on work other than this project and under the Subcontract.

7.9 Payments otherwise due to Subcontractor may be withheld by Contractor upon the existence or reasonable belief of Contractor concerning the existence or probability of (i) uncorrected defective or non-conforming Work, (ii) claims or liens filed or reasonable evidence indicating the probability of the filing of claims, (iii) Subcontractor's failure or neglect to make payments properly due to its sub-subcontractors or for materials, machinery, fuel or labor, or applicable taxes, fees and fringe benefits or (iv) reasonable doubt that the Subcontract can be completed for the balance then unpaid, (v) any other breach of this Subcontract or (vi) any other conditions specified as grounds for such withholding by the Contract Documents. If the said causes are not removed, Contractor may, upon written notice, rectify the same at Subcontractor's expense and may make direct disbursement to unpaid subcontractors, material suppliers and other claimants from payments withheld; the right of Contractor to make such direct payment shall not be construed to create a duty to do so. Contractor may offset and recoup against any sums due Subcontractor the amount of any liquidated or unliquidated obligations of Subcontractor to Contractor, whether or not arising out of this Subcontract.

7.10 Notwithstanding any other provision for interest in the General Contract or Subcontract Documents, Contractor shall not pay any interest, finance charges or carrying charges unless or until payment is due and unpaid in accordance with the terms hereof, in which event, provided Subcontractor is not otherwise in breach or default of the terms of the Subcontract, payments shall bear interest, finance charges or carrying charges at the rate of eighteen percent (18%) per annum from the date payment is otherwise due and owing.

7.11 When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the General Contract, the Contractor shall, upon application by the Subcontractor, make application for payment for such Work, and shall make payment to the Subcontractor within 91 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the Certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the General Contract for the Subcontractor's Work prior to the completion of the entire Project. If the General Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the Certificate.

7.12 Final payment to Subcontractor shall not become due until and unless (i) all Work for the Project is fully completed and performed in accordance with the Contract Documents and is satisfactory to and approved by Owner, Contractor and Architect, (ii) delivery by Subcontractor of all manuals, "as-built" or record drawings, guarantees, and warranties for material, machinery and equipment furnished by Subcontractor, and testing and/or inspection results or reports, (iii) delivery to Contractor of satisfactory evidence that all labor and material accounts incurred by Subcontractor in connection with his work have been paid in full, (iv) other submittals have been provided as required by the Subcontract Documents, (v) Subcontractor has fulfilled all other requirements which are prescribed by this Subcontract or the Subcontract Documents to serve as conditions to final payment, and (vi) Contractor has received full and final payment from Owner for such Work, which receipt of payment is a condition precedent to Contractor's duty to pay Subcontractor.

ARTICLE 8 - INSURANCE AND BONDS

8.1 Subcontractor shall maintain at its own cost, such insurance as will protect it from claims under the worker's compensation laws of the state of Subcontractor's principal office and the state in which the Work is being performed.

8.2 Subcontractor shall maintain public liability and property damage insurance. Liability insurance shall be carried on an occurrence basis. Amounts of insurance and coverage provided shall be as required by the Contract Documents or as otherwise agreed between the parties separately, in writing. Otherwise, Subcontractor shall carry comprehensive general liability ("CGL") insurance with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate or higher pursuant to the requirements of the General Contract. Subcontractor agrees to carry Auto coverage of \$1,000,000.00 per occurrence or higher pursuant to the requirements of the General Contract. Subcontractor agrees to cause Contractor, Owner, and Architect to be named as additional insureds on a primary and non-contributory basis on both its CGL and Auto policies. Contractor's policies shall be excess over coverage provided to Contractor as an additional insured under Subcontractor's policy or policies.

8.3 Prior to commencing the Work, Subcontractor shall cause a Certificate of Insurance, naming the Contractor as an additional insured, to be delivered to Contractor. Should Contractor request a copy of the actual policy from Subcontractor, the actual policy or copy thereof will be supplied to Contractor. Contractor may withhold payment to Subcontractor pending receipt of such Certificate or policy in satisfactory form.

8.4 Policies referenced herein shall be maintained without interruption from date of commencement of the Subcontractor's Work until date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor. These certificates and the insurance policies required by this Article shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

8.5 Should Subcontractor fail or neglect to provide the required insurance, Contractor shall have the right, but not the duty, to provide such insurance and deduct the cost thereof from any money due to Subcontractor for any and all premiums paid by Contractor for and on account of said insurance. The policy or policies shall further provide that the insurance will not be canceled or changed prior to at least 30 days after written notice by certified mail of such cancellation or change has been received by Contractor.

8.6 The insurance carriers shall have no right of subrogation against the Owner, Contractor, Architect, Subcontractor and sub-subcontractors and their respective officers, directors, consultants, agents and employees.

8.7 If a Performance Bond and/or Payment Bond is required to be provided by Subcontractor (see Page 1), the furnishing of such Bonds shall be a condition precedent to Contractor's obligations in respect of payment to Subcontractor.

ARTICLE 9 - ADDITIONAL PROVISIONS

SUBCONTRACTOR CHANGE ORDER

CHANGE ORDER NO.: _____ **DATE:** _____
Job No. Cost Code CO No.

SUBCONTRACTOR: _____ **PROJECT:** _____

DESCRIPTION:

The Original SUBCONTRACT SUM was: _____
Net changes by previously approved Change Orders: _____ 0
SUBCONTRACT SUM prior to this Change Order: _____ 0
Net Amount of this Change Order is: _____

The new SUBCONTRACT SUM (including this CHANGE ORDER) is: _____ \$0

The CONTRACT TIME is (increased) (decreased) by: _____ Days
The Date of Substantial Completion as of this Change Order is: _____

KORT BUILDERS, INC.

(Signature)

(Type or Print Name)

(Title)

(Date)

SUBCONTRACTOR

(Signature)

(Type or Print Name)

(Title)

(Date)

Application and Certificate for Payment

GENERAL INFORMATION

Purpose and Related Documents

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

Use of Current Documents

Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

Reproductions

This document is a copyrighted work and may not be reproduced or excerpted from without the express written permission of the AIA. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce this document.

The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G702, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

Rights to reproduce the document may vary for users of AIA software. Licensed AIA software users should consult the End User License Agreement (EULA).

To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

COMPLETING THE G702 FORM

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

EXECUTION OF THE DOCUMENT

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
		PERIOD TO:	OWNER <input type="checkbox"/>
		CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS: / /	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ _____
2. Net change by Change Orders	\$ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ _____
5. RETAINAGE:	
a. _____ % of Completed Work (Column D + E on G703)	\$ _____
b. _____ % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$ _____
6. TOTAL EARNED LESS RETAINAGE	\$ _____
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ _____
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ _____
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ _____	\$ _____
Total approved this Month	\$ _____	\$ _____
TOTALS	\$ _____	\$ _____
NET CHANGES by Change Order	\$ _____	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: _____ Date: _____
 State of: _____
 County of: _____
 Subscribed and sworn to before
 me this _____ day of _____
 Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

APPLICATION NO.:

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION DATE:

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO:

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		



UNCONDITIONAL FINAL WAIVER AND RELEASE OF LIENS AND CLAIMS

STATE OF _____

COUNTY OF _____

The undersigned, _____, of _____
_____ (“Subcontractor”) who has, under an agreement with Kort Builders, Inc.
 (“Contractor”), furnished certain materials, equipment, services, and/or labor for the project
 known as _____ (“Project”), which is located within the City of _____, County of
 _____ (“Property”), and is owned by _____ (“Owner”), and more
 particularly described as follows:

(Site Address)

(Site City, State, Zip Code)

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING
 EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT
 NUMBER, OR THE STREET ADDRESS OF THE PROJECT.)

Subcontractor acknowledges receipt of the sum of \$ _____, and hereby waives and
 releases any and all claims, demands, actions, causes of action or other rights against Owner,
 Contractor and the Property, at law, under a contract, in tort, equity or otherwise, and any and all
 liens or claims of liens or any right against any labor and/or material payment bond it has, may
 have had or may have in the future upon the foregoing described Property or in relation to the
 Subcontractor’s performance of work on or the furnishing of equipment, services, and/or labor for
 the Project.

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or
 actual delays, accelerations, extra work, disruptions, interferences and the like which have
 occurred, or may be claimed to have occurred prior to the date of this Waiver and Release,
 whether or not known to the Subcontractor at the time of execution of this Waiver and Release.

The Subcontractor acknowledges that this Waiver and Release is in substantial conformity with
 the requirements of all applicable laws, and shall be binding and conclusive against Subcontractor
 for all purposes, subject only to payment in full of the amount set forth above, as provided by all
 applicable laws.

Given under hand and seal this _____ day of _____, 20 ____.

Signed _____ (Affix Corporate Seal)

By: _____

Title _____ (Office of the Company)

FINAL WAIVER AND RELEASE OF LIENS AND CLAIMS

STATE OF _____

COUNTY OF _____

The undersigned, _____, of _____
_____ (“Subcontractor”) who has, under an agreement with Kort Builders, Inc.
 (“Contractor”), furnished certain materials, equipment, services, and/or labor for the project
 known as _____ (“Project”), which is located within the City of _____, County of
 _____ (“Property”), and is owned by _____ (“Owner”), and more
 particularly described as follows:

(Site Address)

(Site City, State, Zip Code)

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING
 EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT
 NUMBER, OR THE STREET ADDRESS OF THE PROJECT.)

Upon receipt of the sum of \$ _____, the Subcontractor waives and releases any and all
 claims, demands, actions, causes of action or other rights against Owner, Contractor and the
 Property, at law, under a contract, in tort, equity or otherwise, and any and all liens or claims of
 liens or any right against any labor and/or material payment bond it has, may have had or may
 have in the future upon the foregoing described Property or in relation to the Subcontractor’s
 performance of work on or the furnishing of equipment, services, and/or labor for the Project.

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or
 actual delays, accelerations, extra work, disruptions, interferences and the like which have
 occurred, or may be claimed to have occurred prior to the date of this Waiver and Release,
 whether or not known to the Subcontractor at the time of execution of this Waiver and Release.

The Subcontractor acknowledges that this Waiver and Release is in substantial conformity with
 the requirements of all applicable laws, and shall be binding and conclusive against Subcontractor
 for all purposes, subject only to payment in full of the amount set forth above, as provided by all
 applicable laws.

Given under hand and seal this _____ day of _____, 20____.

Signed _____ (Affix Corporate Seal)

By: _____

Title _____ (Office of the Company)

**MATERIAL SUPPLIER CERTIFICATE AND WAIVER OF LIEN –
ACKNOWLEDGEMENT OF PAYMENT**

Supplier: _____

Project: _____

Address: _____

Owner: _____

Period from: _____ to _____
Date Date

Materials, Equipment, and/or Machinery have been delivered to the site, or materials have been especially fabricated for the Project during the Period as follows:

Description:

_____ (Supplier) hereby certifies that payment has been received in full for the above and hereby waives all right to liens and claims against the Owner therefore.

By: _____

Title: _____

Date: _____

Witness by hand and notary seal, this _____ day of _____

_____ My Commission Expires: _____

Notary

_____ County of Residence: _____

Printed Signature

JOBSITE RULES:

- No smoking inside the building
- Use safety equipment as required (PPE & Eye Protection)
- Appropriate Attire: long pants (no sweats), work footwear (no sneakers), sleeved shirts (no cut-offs or holey shirts).
- Daily clean-up required (trash, cups, food, job debris, and etc...).
- No loud radios. Keep volume low.



1.0 Consequential and Incidental Damages

Consequential and incidental damages are excluded, and the implied warranties are limited in duration.

2.0 Terms

The terms of the various coverage's of this warranty begin on:

- (i) The date of final settlement or the date when the Owner first occupies the project whichever comes first; or
- (ii) The date of substantial completion (which is the date when the Work property renders it usable for the purpose(s) for which the work was intended).

3.0 Coverage

The Contractor, to the extent such Work is performed under the Contract, warrants that by the standards of construction relevant in Indianapolis, Indiana for a period of one (1) year.

- 3.1 The floors, ceilings, walls, and other internal structural components of the Project that are not covered by other portions of this limited warranty will be free of defects in materials or workmanship.
- 3.2 The plumbing, heating, and electric wiring systems, and other such systems (if Contractor installed), will be free of defects in materials or workmanship.
- 3.3 The roof will be free of leaks caused by defects in materials or workmanship.

The Contractor warrants that by the standards of construction relevant in Indianapolis, Indiana for a period of 60 days that the following items will be free of defects in materials or workmanship: doors (including hardware); windows; jalousies; electric switches, receptacles, and fixtures; caulking around exterior openings; plumbing fixtures; and cabinet work.

4.0 Manufacturers' Warranties

The Contractor assigns and passes through to the Owner (to the extent they are assignable), the manufacturers' warranties on all appliances and equipment. The following items are examples of such appliances and equipment, although not every Project includes all of these items and some Project may include appliances or equipment not in this list: furnace or heat pump, ventilating fan, air-conditioner, appliances.

5.0 Exclusions from Coverage

The Contractor does not assume responsibility for any of the following, all of which are excluded from the coverage of this limited warranty:

- 5.1 Consequential or incidental damages (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitation or exclusion may not apply to you).
- 5.2 Defects in appliances and equipment that are covered by manufacturers' warranties (The Contractor has assigned these manufacturers' warranties to the Owner to the extent they are assignable. If defects appear in these items, the Owner should follow the procedures in these warranties).
- 5.3 Damage resulting from ordinary wear and tear, abusive use, or lack of proper maintenance of the WORK.
- 5.4 Defects that result from characteristics common to the materials used, such as, but not limited to, warping and deflection of wood; fading, chalking, and checking of paint from exposure to sunlight; cracks that occurred in the drying and curing of concrete, stucco, plaster, bricks and masonry; drying, shrinking, and cracking of caulking and weather stripping.
- 5.5 Defects in items installed by the Owner or anyone other than the Contractor or, if requested by the Contractor, by the Contractor's subcontractors.
- 5.6 Work done by the Owner or anyone other than the Contractor or, if requested by the Contractor by the Contractor's subcontractors.
- 5.7 Loss or injury attributable to the elements.

5.8 Conditions resulting from condensation on expansion of, or contraction of materials.

5.9 Paint applied over newly plastered interior walls.

6.0 No Other Warranties

This limited warranty is the only express warranty the remodeler gives. Implied warranties, including (but not limited to) warranties of merchantability, fitness for a particular purpose, habitability, and good workmanship are limited to the warranty period (term) set forth above. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you. This limited warranty gives you specific legal rights, and you may have other rights that vary from state to state.

7.0 Claims Procedure

If a defect appears that the Owner thinks is covered by this limited warranty, the Owner must write a letter describing it to the Contractor and send it to the Contractor at the Contractor's office address given below:

Kort Builders, Inc.
5333 West 86th Street
Indianapolis, IN 46268

The Owner must tell the Contractor in writing what times during the day that the Owner will be available, so that the Contractor can schedule service calls appropriately. If a delay will cause extra damage (for instance, a pipe has burst), the Owner should telephone the builder. Only emergency reports will be taken by phone. Failure to notify the Contractor of defects covered under this limited warranty or any implied warranties relieves the Contractor of all liability for replacement, repair, and all other damages.

8.0 Repairs

Upon receipt of the Owner's written report of a defect, if the defective item is covered by this warranty, the Contractor will repair or replace it at no charge to the Owner within sixty (60) days (longer if weather conditions, labor problems, or material shortages cause delays). The work will be done by the Contractor or subcontractors chosen by the Contractor. The Contractor has sole discretion to choose between repair or replacement.

9.0 Not Transferable

This limited warranty is extended to the Contractor only if the Owner is the first user of the Project. When the first user sells or assigns the Project or vacates it, this limited warranty automatically terminates. It is not transferable to subsequent assignees or users.