



Contract No.: «SL»
Phase: «udcontractphase»

THE MORGANTI GROUP, INC. Subcontract Agreement

THIS SUBCONTRACT, made this «StartDate» day of «StartDate», «StartDate» by and between THE MORGANTI GROUP, INC., 1662 North U.S. Highway 1, Suite #C, Jupiter, FL 33469. TELEPHONE: 561-689-0200 (hereinafter "Contractor") and «FirmName», «FirmAddress», «FirmCity», «FirmState», «FirmZip», TELEPHONE «FirmPhone», FAX «FirmFax» (hereinafter "Subcontractor")

WITNESSETH:

WHEREAS Contractor and «Owner» (Hereinafter "Owner") have entered into a contract dated «udagreementdate» for the Construction of «ContractDescription» at «JobShipAddress», «JobShipCity», «JobShipState», «JobShipZip» (hereinafter "Project") according to the Contract Documents listed in Exhibit A attached hereto (hereinafter "Contract Documents") and WHICH ARE MADE PART OF THIS SUBCONTRACT insofar as they apply; and

WHEREAS, Contractor desires to subcontract certain work specified in the Contract Documents, and Subcontractor desires to perform said work at the prices and upon the terms and conditions hereinafter expressed:

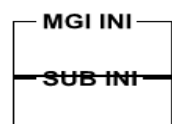
NOW, THEREFORE, in consideration of the mutual agreements herein expressed, the parties do contract as follows:

1. SUBCONTRACTOR'S WORK

- a) Subcontractor shall perform all work and shall furnish all supervision, labor, materials, plant, scaffolding, tools, equipment, supplies and all other things necessary for the construction and completion of the work described in the SCOPE of WORK and work incidental thereto, in strict accordance and full compliance with the terms of this Subcontract, and to the satisfaction of Contractor and Owner
- b) In respect of work covered by this Subcontract. Subcontractor shall have all rights, which Contractor has under the Contract Documents, and Subcontractor shall assume all obligations, risks and responsibilities which Contractor has assumed towards Owner in the Contract Documents.

2. PAYMENT

- a) Contractor shall pay Subcontractor for performance of the work subject to additions and deductions by change order the total sum of
***** ZERO DOLLARS AND NO CENTS***** («TotalOrigSL»)
- b) Progress payments shall be due Subcontractor in the amount of !Syntax Error, «% of the work in place, and for which payment has been made to Construction Manger by Owner. If the Contract Documents allow Contractor partial payments for stored materials, partial payments shall also be due Subcontractor in the amount of !Syntax Error, «% of stored materials for which payment has been made to Contractor by Owner Subcontractor shall submit a breakdown of the total Subcontract price. In the event Contractor disapproves said breakdown, Contractor shall establish a reasonable breakdown, which shall serve as the basis for partial payments.
- c) Partial payments shall be due on or about the 5th day of the month following receipt of payment from Owner by Contractor. No partial payment made under this Subcontract shall be considered an acceptance of the work in whole or in part. All material and work covered by partial payments shall become the property of Contractor or if the Contract Documents so provide, the property of Owner; however, this provision shall not relieve Subcontractor from the sole responsibility and liability for all work and materials upon which payments have been made until final acceptance thereof by Owner.
- d) After the first partial payment hereunder, and as a condition precedent to further partial payments, Subcontractor shall submit with each subsequent application for payment evidence satisfactory to Contractor or Owner that all obligations connected with Subcontractor's performance have been satisfied. Including but not limited to a partial release and waiver



of payment bond rights and waiver and release of lien upon progress payment in a form acceptable to Contractor or Owner.

- e) Subcontractor shall insure that all sub-subcontractors; employees and suppliers, at all times, are paid all amounts due in connection with the performance of the Subcontract. Subcontractor shall not use any payment received by Subcontractor from Contractor for any purpose other than to satisfy indebtedness incurred in the performance of this Subcontract. Contractor shall have the right to at any time contact the Subcontractor's sub-subcontractors and suppliers for the purpose of verifying that Subcontractor's payment obligations are being met. In the event Contractor has reason to believe the Subcontractor is not fulfilling its payment obligations, Contractor may take any steps necessary to insure that progress payments are utilized to pay such obligations, including, but not limited to, the right to withhold out of subsequent progress payments a reasonable amount to protect Contractor from any and all claims, loss or damage, including attorney's fees arising out of any claim or lien, until Subcontractor submits evidence satisfactory to Contractor that all previous amounts owed in connection with the performance of this Subcontract, or any other contractual arrangements between the parties have been paid. Subcontractor shall also immediately reimburse Contractor for any amounts paid, including costs and attorney's fees by Contractor or under Contractor's payment bond, if any, in connection with this Subcontract caused by Subcontractor's failure to make payments as provided in this paragraph.
- f) Subcontractor expressly agrees that payment by the Owner to the Contractor for any work performed by the Subcontractor is a condition precedent to any payment by the Contractor to the Subcontractor and that the Contractor is under no obligation to make partial and final payments to the Subcontractor as provided in this paragraph 2 until and unless the Contractor has been paid by the Owner. Subcontractor further agrees that the liability of the surety on Contractor's payment bond, if any, for payment to the Subcontractor is subject to the same conditions precedent as are applicable to the Contractor's liability for payment to the Subcontractor.
- g) Final payment shall be made after Subcontractor's work has been accepted by Owner, satisfactory proof of payment of all amount owed by Subcontractor in connection with this Subcontract has been provided, the entire Project is complete, a final release and final waiver of payment bond rights and waiver and release of lien upon final payment has been furnished and Contractor has been paid in full for the entire Project.

3. SUBCONTRACTOR'S INVESTIGATIONS AND REPRESENTATIONS

- a) Subcontractor represents that it is fully qualified to perform this Subcontract, and acknowledges that prior to the execution of this Subcontract, it has (a) by its own independent investigation ascertained (i) the work required by this Subcontract, (ii) the conditions involved in performing the work, and (iii) the obligations of this Subcontract and the Contract Documents; and (b) verified all information furnished by Contractor or others satisfying itself as to the correctness and accuracy of that information.

4. SUBCONTRACTOR'S LIABILITY

- a) Subcontractor hereby assumes the entire responsibility and liability for all work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, tools equipment, supplies and other things provided by Subcontractor until final acceptance of the work by Owner. In the event of any loss, damage or destruction thereof from any cause, Subcontractor shall be liable therefore, and shall repair, rebuild and make good said loss, damage or destruction at Subcontractor's cost.
- b) Subcontractor shall be liable to Contractor for all costs Contractor incurs as a result of Subcontractor's failure to perform this Subcontract in accordance with its terms. Subcontractor's failure to perform shall include the failure of its suppliers and/or subcontractors of any tier to perform. Subcontractor's liability shall include, but not be limited to (1) damages and other delay costs payable by Contractor to Owner; (2) Contractor's increased costs of performance, such as extended overhead and increased performance costs resulting from Subcontractor-caused delays or improper Subcontractor work; (3) warranty and rework costs; (4) liability to third parties; and (5) attorney's fees and related costs.
- c) Further, Subcontractor, shall indemnify, defend and hold harmless Contractor (including its affiliates, parents and subsidiaries), Owner and Architect, and all of their agents and employees from and against all claims, damages, loss and expense, including, but not limited to, attorney's fee, arising out of or resulting from the performance of the Subcontractor's work attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the loss of use resulting therefrom, to the extent caused in whole or in any part by any negligent act or omission of the Subcontractor or anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder.
- d) In the event that Subcontractor or any of its agents, employees, suppliers, or lower-tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items belonging to or under the control of Contractor, Subcontractor shall be liable to Contractor for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be due solely to the negligence of Contractor's employees operating Contractor-owned or leased equipment..
- e) Contractor is hereby given the right to withhold amounts otherwise due under this Subcontract or any other contractual arrangement between the parties to cover any costs or liability Contractor has incurred or may incur for which Subcontractor may be responsible hereunder.

- f) Subcontractor's assumption of liability is independent from, and not limited in any manner by, the Subcontractor's insurance coverage obtained pursuant to Article 5, or otherwise.

5. SUBCONTRACTOR'S INSURANCE

- a) At all times during the term of this Subcontract, Subcontractor agrees to procure and maintain in effect, at its own expense, and to require that all lower tier subcontractors maintain, all insurance coverage's required by the Contract Documents and this Subcontract. At a minimum, the types of insurance and minimum policy limits are specified in Exhibit C shall be maintained. In addition an endorsement from the insurer must be provided for any changes made to the policies listed on the subcontractor's insurance certificate in order to comply with the requirements of this subcontract as indicated in the section titled 'Description of Operations/Locations/Vehicles/Special Items' of Exhibit C and item j of this article.
- b) All insurance required by this Subcontract or the Contract Documents shall be obtained through companies approved by Contractor, shall be written on standard ISO forms, and shall be made available to Contractor for inspection upon request. All exclusions or exceptions to the coverage afforded under the standard coverage form(s) which is contrary to Exhibit C, shall be fully disclosed to Contractor otherwise the policy will have deemed to have been amended to comply.
- c) No insurance required by this Subcontract or the Contract Documents shall be procured or obtained through 'surplus lines' insurers, or insurers who are not duly admitted to transact the business of insurance in either the State where the work or operations are to be performed, or the State in which this contract is made, without Contractor's written consent.
- d) Compliance by Subcontractor with all terms of this Article shall be deemed a condition precedent to the formation of this Subcontract and no work or operations hereunder may be commenced until such condition is met. Furthermore, Contractor hereby specifically reserves the right to rescind or terminate this Subcontract at any time, if Contractor determines that Subcontractor has not complied with the requirements of this Article. Prior to commencing the work the Subcontractor shall procure all insurance coverage's and during the term of the subcontract the Subcontractor shall maintain all insurance coverage's as described in Exhibit C. Subcontractor shall maintain insurance, at his own expense, until final acceptance of the work inclusive of the warranty period. The insurers shall have an A or better rating according to the latest version of A.M. Best.
- e) To the fullest extent permitted by law, Subcontractor agrees to indemnify and hold harmless Contractor and any other person or entity designated by the Contract Documents, their parent, subsidiary and affiliated companies, and their respective officers, directors, employees, insurers, agents and representatives (hereinafter referred to 'Indemnities') against all claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of very kind and nature (including, but not limited to, court costs, litigation expenses and attorney' fees) and all recoverable interest thereon, incurred by or sought to be imposed on Indemnities because of injury (including death) or damage to property (including loss of use thereof) (whether real, personal, or inchoate), arising out of or in any way related (whether causally or otherwise) to:
- i. the performance of operations, attempted performance, failure to perform, or work under this Subcontract or the Contract Documents by Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable;
 - ii. the condition or use of the premises on which said operations of work are being performed;
 - iii. the condition, use or failure to use, by any person or entity, of any tools, supplies, material, equipment or vehicles (whether owned or supplied by Contractor, Subcontractor, or any other person or entity) in connection with said work or operations;
 - iv. the furnishing of, or failure to furnish, first aid facilities, supplies, treatment or care to any employee, agent or representative of Subcontractor, its lower tier subcontractors, suppliers, vendors or any other person acting by or of Subcontractor; ;
 - v. the mere presence on the premises, of Subcontractor, its employees, lower tier subcontractors, suppliers, vendors or any other person acting by or on behalf of Subcontractor. This indemnity shall apply, whether or not any such injury or damage has been, or is alleged to have been, caused in whole or in part by the negligence or fault of any Indemnity. Subcontractor further agrees to defend (at the election of any Indemnity) against any claim, demand, action or suit for which indemnification is provided hereunder.
- f) Subcontractor agrees that the indemnification given herein shall be:
- i. limited to the amount of loss suffered by the Indemnified Party or One Million Dollars per occurrence, whichever is less, which amount is stipulated by the parties to bear a reasonable commercial relationship to this Subcontract;
 - ii. deemed part of the Project Specifications and/or Bid Documents;
 - iii. fully comply with FLORIDA STATUTES CHAPTER 725.06. In the event that this Subcontract is in connection with a public agency's project, Subcontractor shall indemnify, defend and hold harmless Contractor and all other parties designated by the Contract Documents as allowed under FLORIDA STATUTES CHAPTER 725.06.(2).

- g) In the event that any claim, demand, action or suit arising out of this Subcontract is brought against Contractor, in which it is alleged that any claimed loss or damage was the result of the sole or intentional wrongdoing, negligence or omission by Contractor, Subcontractor shall nevertheless be required to fulfill its obligations to defend Contractor against said claim. However, if, after either a bona fide trial and exhaustion of all appeals, it is judicially determined that said loss was, in fact, the result of sole or intentional wrongdoing by Contractor or, if Contractor should otherwise so agree, then the indemnity provided for herein shall not apply and Contractor shall reimburse Subcontractor for any and all attorney's fees, expenses and/or court costs incurred in defending Contractor against said claim or suit.
- h) In the event that any party is requested but wrongfully refuses to honor the indemnity hereunder, then the party indemnifying shall in addition to all other obligations pay the cost of bringing any such action, including corresponding attorney's fees to the party requesting indemnity. Prior to commencing the work the Subcontractor shall procure all insurance coverage's and during the term of the subcontract the Subcontractor shall maintain all insurance coverage's as described in Exhibit C and attached hereto.
- i) Compliance by Subcontractor with the terms of this Article shall in no manner lessen or affect any other obligations created by this agreement, including but not limited to, Subcontractor's indemnification obligations set forth below. If any part of this agreement is found to be invalid, the remainder is not affected.
- j) The insurance coverage provided shall be endorsed to:
 - i. state that The Morganti Group, Inc., the Owner, the Architect and any other party indicated on Exhibit C and/or the Contract Documents are additional insureds on all policies except for workers compensation;
 - ii. state that it is primary and non-contributing with respect to any and all other insurance that may be available to Contractor and any other person or entity required by the Contract Documents to be named as additional insured;
 - iii. include waivers of subrogation in favor of The Morganti Group, Inc., and any additional insureds required by the Contract Documents, and their respective insurers;
 - iv. provide Contractual Liability Coverage.
- k) If subcontractor's Experience Modifier Rating (EMR) exceeds 1.05, Subcontractor must submit to Contractor a monthly written jobsite safety report with respect to Subcontractor's work, in an acceptable form, from an independent safety consultant, unless Subcontractor has intermittent work with a duration of two months or less.

6. TIME OF PERFORMANCE

- a) Subcontractor will proceed with the work in a prompt and diligent manner, in accordance with Contractor's schedule as reasonably amended from time to time. TIME IS OF THE ESSENCE. Subcontractor shall be entitled to additional compensation for compliance with schedule amendments only to the extent, if any, that the Contract Documents entitle Contractor to reimbursement. Contractor shall not be liable to Subcontractor for any damages resulting from delays caused by any entity. Subcontractor expressly agrees that apart from recovery from said entity, Subcontractor's exclusive remedy for delay shall be an extension of the time for performance of the Subcontractor's work.
- b) If requested by Contractor, Subcontractor shall submit a detailed schedule for performance of the Subcontract, in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Contract Documents and with Article 6a. above.
- c) Subcontractor will coordinate its work with the work of Contractor, other Subcontractors, and Owner's other builders, if any, so no delays or interference will occur in the completion of any part or all of the Project.
- d) If the Contract Documents provide for liquidated damages, or if Contractor shall be held liable to Owner for delays beyond the project completion date, then Subcontractor shall be liable to Contractor for the proportionate share of such damages resulting from delays caused by Subcontractor.

7. CHANGES AND CLAIMS

- a) Contractor may, at any time, unilaterally or by agreement with Subcontractor, and without notice to the sureties, make changes in the work covered by this Subcontract. Any unilateral order, or agreement, under this Article 7a. shall be in writing. Subcontractor shall perform the work as changed without delay, provided Subcontractor has received a written order from Contractor to proceed with the changed work, unless an emergency requires S Subcontractor to proceed without a written order. In the event Contractor and Subcontractor cannot agree upon the addition or deletion to the Subcontract price or time caused by such change, the Subcontractor shall proceed with the work under protest and the value of the work will be determined pursuant to paragraph 7.b. or 7.c. as appropriate.
- b) Subcontractor shall submit in writing to Contractor all claims for adjustment in the Subcontract price or schedule for which the Owner is liable in the manner provided in the Contract Documents for like claims by Contractor against Owner. Such claims must be submitted by Subcontractor to Contractor at least three days prior to the time Contractor is required by the Contract Documents to submit claims to Owner, otherwise such claims shall be waived. Contractor shall process such claims according to the provisions of the Contract Documents and Contractor's liability to Subcontractor for such claims is limited to any adjustment which shall be made by Owner to Contractor's contract on account of Subcontractor's claim.
- c) Subcontractor shall submit in writing to Contractor all claims, including estimated cost of any such claim, included in paragraph 7.b., within five days of the beginning of the event for which claim is made; otherwise such claims will be

waived. For any extra work performed on a 'time and material' basis, Subcontractor shall submit, at the end of each work day, time slips and material tickets, signed by Contractor's Project Superintendent, for any work performed that day on that extra work. All unresolved claims shall be resolved in a court of competent jurisdiction.

8. SUBCONTRACTOR'S FAILURE TO PERFORM

- a) If, in the opinion of Contractor, Subcontractor shall at any time:
- i. refuse or fail to provide sufficient properly skilled workmen or materials of the proper quality;
 - ii. fail in any respect to prosecute the work according to the current schedule;
 - iii. cause, by any action or omission, the stoppage, or delay of or interference with the work of Contractor or of any other builder or subcontractor, or;
 - iv. fail to comply with all provisions of this Subcontract or the Contract Documents, then after serving three (3) days' written notice, unless the condition specified in such notice shall have been eliminated within such three (3) days, the Contractor may at its option (i) without voiding the other provisions of the subcontract and without notice to the sureties, take such steps as are necessary to overcome the condition, in which case the Subcontractor shall be liable to Contractor for the cost thereof, or (ii) terminate the Subcontract for default. In the event of termination for default, Contractor may, at its option, (1) enter on the premises and take possession, for the purpose of completing the work, of all materials and equipment of Subcontractor (2) require Subcontractor to assign to Contractor any or all of its subcontract or purchase orders involving the project, or (3) complete the work either by itself or through others, by whatever method Contractor may deem expedient. In case of termination for default, Subcontractor shall not be entitled to receive any further payment until the work shall be fully completed and accepted by Owner. At such time, if the unpaid balance of the price to be paid shall exceed the expense incurred by Contractor, such excess shall be paid by Contractor to Subcontractor. If such amount due Contractor shall exceed such unpaid balance, then Subcontractor shall pay Contractor the difference within five (5) business days following demand by Contractor. Subcontractor shall pay all reasonable costs of collection, including a reasonable attorney's fee, if any.
- b) If Contractor wrongfully exercises any option under Article 8.a.4) (i) or (ii) above, such exercise shall be deemed a Termination for Convenience and the Subcontractor compensated as provided for in Article 13 hereof.

9. SETTLEMENT OF DISPUTES

- a) In case of any dispute between Contractor and Subcontractor, due to any action by Owner or involving the Contract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to Owner, by the terms of the Contract Documents, and by any and all preliminary and final decisions or determinations made there under by the party, board or court so authorized in the Contract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Contract Documents allowing a reasonable time for Contractor to analyze and forward to Owner any required communications or documentation. Contractor will, at its option:
- i. present to Owner, in Contractor's name, or;
 - ii. authorize Subcontractor to present to Owner in contractor's name, all of Subcontractor's claims and answer Owner's claims involving Subcontractor's work, whenever Contractor is permitted to do so by the terms of the Contract Documents. If such dispute is prosecuted or defended by Contractor, Subcontractor agrees to furnish all documents, statements, witnesses, and other information required, and to pay or reimburse Contractor for all costs incurred in connection therewith. The Subcontract price shall be adjusted by Subcontractor's allocable share determined in accordance with Article 7 hereof.
- b) Notwithstanding any other provision of this Subcontract (including without limitation paragraph 1.b.) or the Contract Documents to the contrary, no dispute or claim of any nature arising out of or relating to this Subcontract will be subject to arbitration.

10. WARRANTY

Subcontractor warrants its work hereunder to Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents; and with respect to Subcontractor's work, Subcontractor shall perform all warranty obligations and responsibilities assumed by Contractor under the Contract Documents.

11. LIENS

- a) In the event that liens or claims against the Contractor or the Contractor's Surety Bond are filed by anyone in relation to the labor and/or material being furnished by Subcontractor, Subcontractor agrees to have the same discharged, by posting a bond with the appropriate authorities, or otherwise, within five (5) days of notice. In the event such lien or claims against the Contractor or the Contractor's Surety Bond is not so discharged, Contractor shall have the right to discharge said lien or claims against the Contractor or the Contractor's Surety Bond and recover from Subcontractor all costs associated therewith as provided in paragraph 2.e.

- b) Prior to final payment, Subcontractor shall provide to Contractor a release of its liens and claims and all liens and claims of all persons furnishing labor and/or materials for the performance of this Subcontract, and satisfactory evidence that there are no other liens or claims whatsoever outstanding against the work.

12. INSPECTION AND ACCEPTANCE

Subcontractor shall provide appropriate facilities at all reasonable times for inspection by Contractor or Owner of the work and materials provided under this Subcontract, whether at the Project site or at any place where such work or materials may be in preparation, manufacture, storage, or installation. Subcontractor shall promptly replace or correct any work or materials which Contractor or Owner shall reject as failing to conform to the requirements of this Subcontract. The work shall be accepted according to the terms of the Contract Documents. However, unless otherwise agreed in writing, entrance and use by Owner or Contractor shall not constitute acceptance of the work.

13. TERMINATION FOR CONVENIENCE

Contractor shall have the right to terminate this Subcontract for convenience, if there is a termination of Contractor's contract with Owner, by providing Subcontractor with a written notice of termination, to be effective upon receipt by Subcontractor. If the Subcontract is terminated for convenience, the Subcontractor shall be paid the amount representing costs, which are due from the Owner for its work, as provided in the Contract Documents, after payment therefore by the Owner to Contractor.

14. APPROVALS

- a) Subcontractor shall deliver to Contractor copies of shop drawings, cuts, samples and material lists required by Contractor or the Contract Documents and in accordance with the Contract Documents within sufficient time so as not to delay performance of the Project and within the time stated in the Contract Documents. Notwithstanding any general approval granted by Contractor or Owner, all work shall be in accordance with the Contract Documents.
- b) Contractor's review of shop drawings, cuts, samples and material lists is only for the convenience of the Owner in following the work and shall not relieve the Subcontractor from responsibility for any deviations from the requirements of the Contract Documents.

15. CLEAN-UP

Subcontractor shall clean up its work daily and remove all debris resulting from its work off site, or to disposal location on site designated by contractor in a manner that will not impede either the progress of the Project or of other trades. If the Subcontractor fails to comply with this Article within 24 hours after receipt of notice of noncompliance from the Contractor, the Contractor may perform such necessary clean up and deduct the cost from any amounts due to the Subcontractor.

16. ASSIGNMENT

Subcontractor shall not sub-subcontract the work of this Subcontract and shall not assign or transfer this Subcontract or funds due hereunder, without the prior written consent of Contractor and Subcontractor's surety.

17. PATENTS AND ROYALTIES

Except as otherwise provided by the Contract Documents, Subcontractor shall pay all royalties and license fees, which may be due on the inclusion of any patented materials in the work. Subcontractor shall defend all suits or claims for infringement of any patent rights that may be brought against contractor or Owner arising out of the work, and shall be liable to Contractor and Owner for all loss, including all costs and expenses, on account thereof.

18. TAXES AND PERMITS

Except as otherwise provided by the Contract Documents, Subcontractor agrees to pay and comply with and hold contractor harmless against the payment of all contributions, taxes or premiums which may be payable by it under Federal, state or local laws arising out of the performance of this Subcontract, and all sales, use or other taxes of whatever nature levied or assessed against Owner, Contractor, or Subcontractor arising out of this

Subcontract, including any interest or penalties. Subcontractor shall obtain and pay for all permits, licenses, fees and certificates of inspection necessary for the prosecution and completion of its work, and shall arrange for all necessary inspections and approvals by public officials.

19. LAWS, REGULATIONS AND ORDINANCES

The Subcontractor agrees that the prevention of accidents to workmen engaged by the Subcontractor for the work is the responsibility of the Subcontractor. Subcontractor agrees to be bound by, and, at its own cost, comply with all Federal, state and local laws, codes, ordinances and regulations applicable to this Subcontract and the performance of the work hereunder including the Occupational Safety and Health Act of 1970. Subcontractor shall be duly licensed to operate under the law of the applicable jurisdictions. Subcontractor shall be liable to Contractor and Owner for all loss, cost and

expense attributable to any acts of commission or omission by Subcontractor, its employees and agents resulting from failure to comply including but not limited to any fines, penalties or corrective measures.

20. LABOR

- a) It is understood that contracts will be awarded by Contractor and labor will be employed on the Project without discrimination as to whether employees, agents, suppliers and/or Subcontractors, of the Contractor or any other Subcontractor including those that may be employed by the Owner of the Project are members or non-members of any labor or collective bargaining organization, and the Subcontractor accepts this contract with this understanding.
- b) There shall be no manifestations on the project of any dispute between any labor organization and the Subcontractor. The Subcontractor agrees to employ men, agents, suppliers and Subcontractors who will perform the work under this Subcontract whether or not other employees or mechanics on the project are members or non-members of any labor or collective bargaining organization.
- c) Should any workers performing work covered by this Subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, Contractor may, at its option and without prejudice to any other remedies it may have, after twenty-four (24) hours written notice to Subcontractor provide any substitute labor as may be required and deduct the cost thereof from any monies then due of thereafter to become due Subcontractor; and further, Contractor may at its option, without prejudice to any other remedies it may have, terminate the employment of Subcontractor for the work under this Subcontract, and shall have the right to enter upon the premises and take possession for the purpose of completing the work hereunder of all Subcontractor's materials, tools and equipment thereon and to finish the work either with its own employees or other Subcontractors; and in case of such termination of the employment by Contractor, Subcontractor shall not be entitled to receive any further payments under the Subcontract or otherwise but shall nevertheless remain liable for any damages which Contractor incurs. If the expenses incurred by Contractor in completing the work shall exceed the unpaid balance due Subcontractor, Subcontractor shall pay the difference to Contractor together with any other damages incurred by Contractor as the result of Subcontractor's default, Contractor shall have a lien upon all materials, tools and appliances taken possession of, to secure the payment thereof.

21. EQUAL OPPORTUNITY

- a) In connection with the performance of work under this Subcontract, Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, handicap, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor agrees to post hereafter, in conspicuous places, available for employees and applicants for employment, notices, prepared by Subcontractor and, approved by the government when required, setting forth the provisions of this Article 21.
- b) Subcontractor shall permit access to its books, records, and accounts by representatives of Contractor or Owner for purposes of investigation to ascertain compliance with the provisions of this Article 21.
- c) In the event of Subcontractor's non-compliance with the equal opportunity provisions of this Subcontract, this Subcontract may be terminated for default.
- d) Subcontractor shall include the provisions of this Article 21 in every lower-tier subcontract and purchase order. The requirements of this Article 21 shall be in addition to any equal opportunity provisions of the Contract Documents.

22. NOTICES

All notices shall be addressed to the parties at the addresses set out herein, and shall be considered as delivered when postmarked, if dispatched by registered mail, or when received in all other cases.

23. SEVERABILITY AND WAIVER

The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Subcontract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

24. ADVERTISING

Neither Subcontractor, its subcontractors, suppliers nor employees shall take photographs of the work on site, or publish or display advertising matter of any description relating to the Project without first obtaining the written consent of Contractor and the Owner.

25. BOND

The Subcontractor shall, UNLESS SPECIFICALLY INDICATED AS EXCLUDED herein, furnish at Subcontractor's expense a Performance Bond and Labor and Material Payment Bond in the full amount of this Subcontract. Surety must



Contract No.: «SL»
Phase: «udcontractphase»

have a minimum A.M. Best rating of A- or better. Bonds are to be drafted on Morganti's bond form and Morganti will supply them to the subcontractor.

26. **COMPLETE AGREEMENT**

This Subcontract and the Contract documents contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto.

27. **OTHER INSURANCE**

Notwithstanding anything contained in the contract documents to the contrary, should any insurance be provided by the Owner or General Contractor for the project under this subcontract and such insurance includes the interests of the subcontractor, it is agreed that the subcontractor's interest in this insurance is only to the extent provided by the policy including, but not limited to, the deductibles contained therein.

28. **OTHER**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have hereunto executed this Subcontract, on the day and year above written.

CONTRACTOR:
THE MORGANTI GROUP, INC.

SUBCONTRACTOR:
«FIRMNAME».

BY: _____
Stephen Sines, President & CEO Date

BY: _____
Date

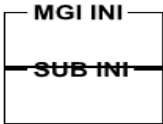
Please print name of signer and title

WITNESS _____

WITNESS _____

WITNESS _____

WITNESS _____





Contract No.: «SL»
Phase: «udcontractphase»

EXHIBIT A

Construction Contract Documents between **«Owner»** and The Morganti Group, Inc. dated: **«udagreementdate»** for the following project: **«ContractDescription»**.

The Morganti Group, Inc. bid package titled **«ContractDescription»** at **«JobShipCity»** dated [redacted] including **Bid Addendums One (1) through Three (3)** and **Post Bid Addendum One (1)**.

Drawing's dated [redacted], project manual with written specifications dated [redacted] and **Bid Addendum #1** issued [redacted] and **Bid Addendum #2** issued [redacted] issued by **«ArchEngName»**, and any other related documents issued to add, revise or modify required work through the project duration.

Geotechnical Engineering Report issued by **«ArchEngName»** on [redacted]

ATTACHMENTS:

Guidelines for a Successful Payment Application

- A - Application for Payment
- B - G702/G703 AIA Forms
- C - Progress Payment Affidavit
- C1 - Final Affidavit
- D - Partial Release Waiver of Payment Bond Rights
- D1 - Waiver and Release of Lien Upon Progress Payment
- D2 - Final Release Waiver of Payment Bond Rights
- D3 - Waiver and Release of Lien Upon Final Payment
- E - Partial Release Waiver of Payment Bond Rights*
- E1 - Waiver and Release of Lien Upon Progress Payment *
- E2 - Final Release Waiver of Payment Bond Rights*
- E3 - Waiver and Release of Lien Upon Final Payment*
- F - Letter of Authorization for Pay Application Documents
- G - Letter of Authorization for Contract Documents
- H - W9 Form
- I - Subcontractor Daily Report
- K - Owner Direct Material Purchase Package
- L - Subcontractor Safety Compliance Letter
- M - Subcontractor E-Verify Affidavit
- Subcontract Performance Bond Form (Morganti-provided forms)
- Subcontractor Payment Bond Form (Morganti-provided forms)

* for 2nd tier and lower subcontractors and / or suppliers

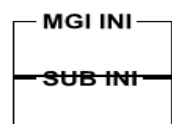


EXHIBIT B

SCOPE OF WORK

DESCRIPTION OF WORK TO BE PERFORMED

Provide all labor, supervision, material and equipment to perform all work as described herein including but not necessarily limited to the following inclusions, exclusions and clarifications:

Inclusions:

Exclusions:

General Requirements:

1. This work scope is a basic summary of the required work for the scope and is provided as a convenience to the bidders. The summary provides certain direction for the bidders, and the bidders will be responsible to include all the required work and materials for the completion of the work and/or operation of assemblies, units, and equipment associated with this work scope in accordance with the contract documents whether shown on the contract documents or not.
2. M/WBE and Local participation are highly encouraged.
3. Substitutions: Under no circumstances, other than a product being no longer available, will product substitutions be allowed. Should a Subcontractor deliver and or install materials that do not conform to the contract documents, subcontractor shall make all required corrections at their own expense.
4. Night, weekend and extended hours of work will be expected during the entire project. The subcontractor agrees to working late shifts, extended hours, and weekends as needed. This includes multiple mobilizations as required.
5. Budget amounts listed in the work scopes are to be included in the bids of each trade respectively. The budget is only to be used at the written direction of the Morganti Project Manager. Unused budget amounts will be deducted via a change order.
6. All subcontractors are required to review all the Contract Documents. Contract Documents include but are not limited to all the Contract Drawings, Contract Specifications, Addendums and any supplemental information issued.
7. The subcontractor shall submit Daily Work Reports to the Construction Manager each day. Construction Manager will provide daily report form to be completed by subcontractor.
8. Weekly Subcontractor Meeting attendance is mandatory unless arranged otherwise with the Project Superintendent.
9. Subcontractor shall be responsible for all re-inspection and re-testing costs related to failed inspections or failed testing caused by their trade.
10. Subcontractors are to work closely with other subcontractors to see that all items are located in their proper location in conjunction with their scope of work.
11. All subcontractors shall guarantee their work, materials, equipment, and systems against defects in material and workmanship for one year from the date of substantial completion, unless otherwise noted in the contract documents. All corrections, and replacements shall be completed (material and labor) at no cost to Morganti or the owner.
12. Subcontractors are responsible for the storage of their materials in accordance with the project plans and specifications, as well as securing, protecting or removing stored materials in the event of severe weather, tropical storm, or hurricane. All lifting, hoisting, unloading, handling and stocking to perform the work is included in this subcontract.
13. Subcontractors are responsible for all the demolition and new installation and/or modified materials, equipment and system in accordance with the project drawings and specifications as related to their work scope.

14. Materials and items not shown or noted in the project drawings and specifications that are obviously necessary for the completion of the work for each trade is to be included in that scope of work.
15. Subcontractor shall be responsible for protection of the site and adjacent spaces during scope of work performance.
16. Subcontractor shall be responsible for taking all necessary actions to control dust during scope of work performance.
17. All work is performed in strict compliance with the contract documents, local codes, and manufacturer's recommendations and or instructions.
18. All Subcontractors shall meet or exceed the O&M, warranty and close out sections as outlined in the Specifications.
19. Subcontractor agrees to provide adequate supervision, man power, equipment to perform work, to adhere to Morganti's CPM Construction Schedule and Phasing plan.
20. All closeout documents, operation and maintenance manuals, warranties and extra stock as required by the contract documents are to be delivered to the Construction Manager not later than when the job completion billing reaches or exceeds 80%. If closeout documents are not delivered to the Construction Manager by this time, payments may be withheld until the required closeout documents are delivered.
21. All work is to exceed construction industry standards, be a code compliant installation and meet Morganti's quality control inspections and all Quality Standards as per the construction documents.
22. Provide all labor, supervision, material and equipment for daily clean-up during construction. All sweeping compounds, brooms, shovels, wheel barrows, safety equipment and any other materials and equipment necessary to complete the work shall be provided by the subcontractor.
23. All debris shall be located in dumpsters provided by the Construction Manager unless otherwise noted in Bid Package.
24. Subcontractors work shall not impact owner operations.
25. Weekly red line / as built drawing compliance and updates are required of all Subcontractors.
26. Subcontractors shall provide submittals, shop drawings, product data, samples, and all other information required for approval of the subcontractor's materials and/or methods within 2 (two) weeks of the date of Subcontract and procedure outlined in the construction documents.
27. Subcontractors shall provide a detailed Pay Application Schedule of Values equal to the contract amount. The schedule shall include line items for clean-up, closeout, direct material purchases, bonds and insurance within 2 (two) weeks of the date of Subcontract and procedure outlined in the construction documents.
28. Subcontractors shall provide a list of all hazardous materials and Material Safety Data Sheets (MSDS) for hazardous materials that the subcontractor will use in the performance of the work at the project site within 2 (two) weeks of the date of Subcontract and procedure outlined in the construction documents.
29. The subcontractor shall provide a qualified English Speaking Foreman and/or Superintendent approved by the Construction Manager who must be on site at all times when the subcontractor is working. To facilitate trade coordination and safety, subcontractor's Foremen/Superintendent must be able to communicate effectively with the Construction Manager, other trades and their own company employees and office at all times when the work of this subcontract is being performed.
30. The subcontractor shall comply with all OSHA requirements. An OSHA 300 Form must be submitted to the Construction Manager's field office each month by the 3rd of each month.
31. All workers must attend Morganti Project Safety Orientation on their first day of work. Project Safety Stickers will be issued. Subcontractor must provide a translator if needed.
32. All subcontractors to adhere to Morganti's project specific Safety requirements, including but not limited to Safety Glasses, Hard Hats, Long Pants, Sleeved Shirts, Safety Vests, Hard Soled Shoes and any other job specific required Safety Equipment or Practices.
33. All subcontractors shall wear Company Employee Identification Shirts or Vest.
34. Provide proper protection of all adjacent finished surfaces from damage by work being performed under this subcontract. Provide and maintain protective coverings for finished surfaces and/or parts of equipment that may be subject to damage during and after installation. Repair of damages are allowed provided the re-finished items are equal in all respects to the new work and acceptable to the Construction Manager, Owner and Architect.
35. All equipment to be cleaned, tested and adjusted as needed prior to requesting inspection for Owner acceptance. All work is subject to final inspection and acceptance by the Owner and the Architect.
36. Furnish and install proper protection material and/or maintain separation between all metal surfaces in contact with masonry, concrete or dissimilar materials.
37. Provide fire caulking, mineral wool and all fire stopping required for respective trade scope.
38. All trades are required to excavate and backfill for their respective scopes of work. Excavation shall include all shoring, trench protection, and de-watering. Back filling shall include compaction in lifts as required per the specifications. If not identified, lifts shall be in 1' increments.

39. Subcontractors are bound to the Construction Manager by the same terms as the Construction Manager is bound to the Owner.
40. The Subcontractor will review all Contract Documents, all new and existing building's conditions and building site to ensure proper coordination, constructability, clarity and completeness, and to minimize conflicts, errors, omissions, and unforeseen conditions. The Subcontractor shall coordinate with the Construction Manager to eliminate change orders due to errors, omissions and unforeseen conditions. The Subcontractor agrees specifically that no Change Orders shall be requested of the Construction Manager or considered by the Owner for reasons that were or should have reasonably been known by the Subcontractor involving unforeseen conditions, conflicts or questions of clarity in the Contract Documents, or between the Contract Documents and the existing conditions, utilities, and unforeseen underground conditions.
41. Each subcontractor is required to provide all work consistent with **Green Globes –US level One Globe requirements.**
42. **Building Information Modeling (BIM):** The following subcontractors are required to provide BIM for this project.
 - a. Fire Protection Sprinkler System
 - b. Plumbing
 - c. HVAC
 - d. Electrical

General

- i. Subcontractors shall include all cost to develop and incorporate coordination drawing files into BIM established for this Project. Perform three-dimensional component conflict analysis as part of preparation of coordination drawings. Resolve component conflicts prior to submittal. Indicate where conflict resolution requires modification of design requirements by Engineer. The engineer will furnish the Subcontractor one set of digital data files of Drawings for use in preparing coordination digital data files. Subcontractor shall execute a data licensing agreement in the form of Agreement form acceptable to Engineer. During the construction phase, the subcontractors are required to maintain "Recorded Field Data". Subcontractors shall assure all updates and/or revisions to the BIMs as necessary reflect the "Recorded Field Data" information. This includes drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to indicate field changes and selections made during construction. Subcontractors shall incorporate the following updates and/or revisions into the Record BIM.

BIM shall include, but not limited to:

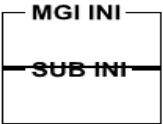
- i. Model all ceiling heights and identify them as conflict zones
 - ii. Model all structural components as conflict zones.
 - iii. Model all clearance areas and locations required for the equipment and access zones such as but not limited to:
 1. VAV access areas to ceiling heights required by code.
 2. AHU coil, filter, and any other access clearances.
 3. Duct damper access
 4. Duct modeling to account for insulation requirements
 5. Electrical panel boards, disconnects, control panel access clearances.
 6. Lighting depth and area required to remove light in ACT or hard ceilings
 7. Plumbing valve access clearance/accessibility requirements
 8. Cable trays for LV, AV, etc
 9. Include all exterior wall penetrations for coordination of exterior mounting heights vs interior ceiling access.
 - a. Includes all exterior soffit MEP and routing to the interior.
43. Each subcontractor is required to provide commissioning for their respective trade.
 44. Liquidated Damages will be assessed at a rate of **\$1,000 per day** for failing to achieve substantial completion by the scheduled date.
 45. The Subcontractor shall not employ individuals not properly registered with and allowed to work by the United States Immigration and Naturalization Service (INS) and participate in E-Verify. Subcontractor will be required to sign an E-Verify affidavit as required by Florida Statute 448.055.

~~46. Davis Bacon wage rates are **NOT** required. However, Certified Payroll **WILL BE** required.~~



Contract No.: «SL»
Phase: «udcontractphase»

- 47. All subcontractors are required to furnish and install all dunnage for their scope of work. All materials stored outside or inside are required to be stored on dunnage.
- 48. All Subcontractors are required to provide a storage container to store material for their scope of work.
- 49. All subcontractor are required to provide a minimum of (2) full size crews to work simultaneously on the project in different locations.
- 50. The following reference documentation applies to all subcontractors:
 - 1. 00000_Cover Page
 - 2. 00100_Instruction to Bidders
 - 3. 00200_General Requirements & Trade Work Scopes for Bidders
 - 4. 00300_Bid Proposal Form
 - 5. 00400_Drawings, Specification, RFI: Document List
 - 6. 00500_Sample Subcontract Agreement Form
 - 7. 00700_Schedule
 - 8. 00800_Geotechnical Report

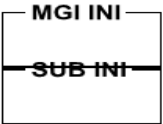




Contract No.: «SL»
Phase: «udcontractphase»

 CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	

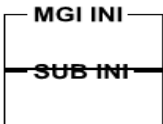
Exhibit C- Insurance





Contract No.: «SL»
Phase: «udcontractphase»

PRODUCER				CONTACT NAME:							
				PHONE (A/C, No, Ext):			FAX (A/C, No):				
				E-MAIL ADDRESS:							
				INSURER(S) AFFORDING COVERAGE			NAIC #				
				INSURER A :							
				INSURER B :							
INSURED				Sample Certificate for MINIMUM Required Insurance							
								INSURER C :			
								INSURER D :			
								INSURER E :			
								INSURER F :			
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY COVERAGE AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	X	X				Per Claim/Occ \$ 2,000,000 General Agg \$ 4,000,000 Prod & Comp Opp Agg \$ 4,000,000 Personal & Adv. Injury \$ 2,000,000 Fire Damage \$ 100,000 Medical Expense \$ 5,000				
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X	X				Combined Single Limit \$ 1,000,000 Bodily Injury (per person) \$ 500,000 Bodily Injury (per accident) \$ 500,000 Property Damage \$ 500,000				
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X	X				Per Claim/Occ \$ 5,000,000 Aggregate \$ 5,000,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				☒ WC STATUTORY LIMITS ☐ MA ☐ OTH-ER EL Each Accident \$ 1,000,000 EL Disease Limit \$ 1,000,000 EL Disease Each Accident \$ 1,000,000				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)											





Contract No.: «SL»
Phase: «udcontractphase»

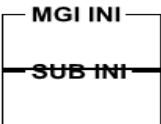
Description

Project Name: «ProjectDescription»
«Owner»(Owner), «ArchEngName»(Architect), The Morganti Group, Inc., the certificate holder and all other parties as required by contract are included as Additional Insureds on the General Liability, Auto Liability, and Umbrella/Excess Liability policies on a primary and non-contributory basis.

General Liability coverage is provided in accordance with ISO form CG 00 01 04 13 or its equivalent. Additional insured coverage for General Liability is provided per ISO forms CG2010 (07-04) and CG2037 (07-04) or their equivalents and ISO form CG2001 (04/13) Primary & Noncontributing or its equivalent. Additional insured & primary noncontributing forms are attached to this certificate.

- 1. Per project aggregate applies to the General Liability & Umbrella Policies.
- 2. Provide contractual liability.
- 3. A 30 day written notice of cancellation applies. Attach 30 day notice endorsement.
- 4. All policies will be endorsed with a waiver of subrogation. Subcontractor waives all rights against certificate holder, Owner and Architect and their agents, officer, directors and employees for recovery of damages to the extent of these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirement stated above.
- 5. Products/Completed Operations for a period of not less than the greater of 10 years or the statute of repose in the state of Florida following Substantial Completion. This requirement can be met by future renewals of occurrence based general liability & umbrella coverage.
- 6. All insurance required of the Subcontractor shall be primary and non-contributory and not concurrent or excess over any insurance or self-insurance program carried by The Morganti Group, Owner, and any other party required by contract and will have no recourse to any insurance or self-insurance programs carried by The Morganti Group, the Owner, and any other party required by contract. No such policy except the pollution policy, shall contain any deductible or self-insured retention greater than \$10,000. Such deductible and self-insured retention shall be deemed to be "insurance" for purposes of the waiver of subrogation. By requiring the subcontractor to maintain insurance, the Owner does not represent the coverage and limits will be adequate to fund all losses for which such parties may be liable.
- 7. Workers compensation applies in the state where work is being performed.

CERTIFICATE HOLDER	CANCELLATION
«Project» «ProjectDescription» The Morganti Group, Inc. 1662 North U.S. Highway 1 Suite# C Jupiter, FL 33469	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE'S AUTHORIZED REPRESENTATIVE.



«ContractDescription»
«JobShipAddress»,
«JobShipCity», «JobShipState» «JobShipZip»
MGI Project # «SL»

The Morganti Group, Inc.

Site Specific Safety Plan

for

«ProjectDescription»

Revised 03/04/26

EXHIBIT D

The Morganti Group, Inc.
1662 N. U.S Highway 1, Suite C
Jupiter, FL 33469

TABLE OF CONTENTS

I.	Philosophy
II.	Morganti Responsibilities
III.	Subcontractor Responsibilities
IV.	Schedule of Safety Meetings
V.	Job Site Safety Surveys and Safety Violation Notices
VI.	Notification of Visit by Regulatory Agency
VII.	Environmental Protection Plan
VIII.	Site Specific Hazards and Special Requirements

ATTACHMENTS

Attachment A	Lockout and Tagging of Circuits
Attachment B	Fire Safety Program and Employee Emergency Plan
Attachment C	Man-hour Incident Summary Report
Attachment D	Site Specific Safety Plan Employee Acknowledgment
Attachment E	Site Specific Hot Work Permit
Attachment E (1)	Non-Permit Required Confined Space Procedures
Attachment E (2)	Confined Space Entry Permit
Attachment F	Subcontractor Competent Person/Foreman form
Attachment F (1)	Special Site-Specific Safety/Health Concerns/Requirements
Attachment G	Accident/Incident Investigation Form
Attachment H	Site Logistics Emergency Evacuation Route to Assembly Point
Attachment I	Emergency Contact
Attachment I (1)	Driving Route to Emergency Medical Facility
Attachment J	Job Hazard Analysis Form
Attachment K	Signature Forms for the Site Specific Safety Plan



I. PHILOSOPHY

To achieve the desired goal of “Zero Losses” Morganti promulgates this Site Specific Safety Plan. This Safety Plan incorporates the belief that SAFETY, QUALITY, PRODUCTION, AND EFFICIENCY, shall be planned into each job and each shall have EQUAL importance in the prosecution of this project. This program will enhance our effort at achieving “Zero Losses: and avoid employee injury, property damage, lost production, and occupational illnesses.

The Morganti project management team will keep client/owner personnel informed, on a timely basis, of all procedures and actions relating to this project. Accidents, injuries, and property damage will be reported to the appropriate owner representative in the specified manner.

Morganti will oversee a project-wide safety and health loss prevention program that will serve as the minimal acceptable safety program for this project. Each subcontractor will be responsible for the development, implementation, utilization, enforcement, and supervision of a safety program, for its employees and its work. The continuous compliance and implementation of Federal OSHA 29 CFR 1926 and the 29 CFR 1910, OSHA STANDARDS, Morganti’s Site Specific safety plans, Florida Building Code, client/owner, state and local emphasis rules and regulations will comprise the minimal acceptable performance standards by each subcontractor.

This project safety program will undergo continuous monitoring and evaluation with continuing revision and expansion as needed. Each subcontract is expected to develop, implement, enforce, and monitor the effective utilization of a site-specific safety program for its employees, including all lower tier subcontractors and its work. Each subcontractor is expected to supplement the overall site-specific safety plan with additional regulations and procedures for its employees, as it deems necessary. Additionally, each subcontractor is expected to coordinate with and assist all other subcontractors to avoid accidents, injuries, property damage, and other losses.

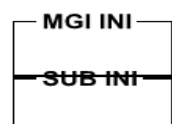
It is Morganti’s intention that a safe and healthy work environment is provided by ALL subcontractors on this project. Safety policy and procedure on any one project cannot be administered, implemented, monitored, and enforced by any one individual. The total objective of a safe, accident-free work environment can only be accomplished by a continuous, dedicated, concerted effort by every individual involved with the project from management down to the last employee. Each subcontractor and each employee must understand their value to their company and to this project, the cost of accidents, both monetary, physical, emotional; the objective of the safety policy and procedures; the safety rules that apply to the safety policy and procedures and their individual work; and what their individual role is in administrating, implementing, monitoring, and complying with Morganti’s (MGI) safety policy and procedures. This allows for a more personal approach to compliance through planning, training, understanding, and cooperative effort, rather than by strict enforcement. If for any reason an unsafe condition or act persists, strict enforcement will be implemented.



II. MORGANTI'S RESPONSIBILITIES

Morganti's Project Manager and Project Superintendent will:

1. Continuously monitor the program's effective utilization;
2. Continuously review and monitor the program as the project progresses;
3. Provide support, assistance, and interpretations to the individual subcontractors;
4. Hold the Morganti team and each subcontractor accountable for their safety program, implementation, utilization, and performance of;
5. Hold the Morganti team and each subcontractor and its employees lower tier subcontractors accountable for continuous compliance and implementation of Federal OSHA 29 CFR 1926 and the 29 CFR 1910, OSHA STANDARDS, Morganti's Site Specific safety plans, Florida Building Code, Safeguards during construction and demolition standards, client/owner, state and local emphasis rules and regulations;
6. Develop and coordinate with the client/owner necessary procedures and regulations for the safety and security of the project;
7. Hold each subcontractor responsible for continuous housekeeping efforts that will maintain this project site in a clean, neat, and orderly condition;
8. Hold each subcontractor responsible and accountable for its supervision providing job instruction and training to each employee. Subcontractor supervision must continuously monitor employee's work and work practices to determine understanding and compliance with the instructions provided.
9. Hold each subcontractor accountable for its employees strict adherence to all work permit requirements and the proper execution of each safe work permit, where required.
10. Any outside consultant, AOR, EOR or outside visitor who needs to tour and walk the site shall be given a Morganti orientation. Any such person shall also be made to wear a safety vest and hardhat at all times. These visitors shall also be directed by Morganti where they are able to go and where they are not able to go.
 - a) Morganti personnel will verify that each subcontractor has a documented company safety and health program, a project specific safety plan, and a project specific hazard communication program that is intended to provide training and direction to ensure a job free of accidents, injuries, property loss, and lost production. Each subcontractor will be responsible for the development and utilization of these programs for their employees.
 - b) Morganti will provide a central location where all chemical inventory lists, Safety Data Sheets (SDS), and Hazard Communication Programs may be retained. It is the responsibility of each subcontractor to develop their individual program and to maintain/update their chemical inventory lists and Safety Data Sheets (SDS). Morganti will provide a forum at job meetings where each subcontractor can inform other subcontractors of the location of SDS and the presence of any chemicals and/or hazardous work at this project.
 - c) Morganti shall develop with the client/owner procedures for security and ingress/egress to the project site. This information will be distributed to each subcontractor who will ensure that all employees and visitors are aware of and comply. Please refer to attachment H Site Logistic.
 - d) Morganti has developed the attached Fire Safety Program and Employee Emergency Action Plan for the project site and for all personnel performing work. (See Attachment B). Each subcontractor will instruct its employees of the meaning of evacuation alarms, the



responsibilities of each employee when an alarm is activated, the method of activating an alarm and the procedures to be followed in the event of an emergency.

- e) Upon receipt from Subcontractor, Morganti will forward as required all documentation regarding accidents, injuries (first aid cases, doctor's cases, and lost time incidents), property damage, and "near miss" incidents to the appropriate owner representative(s). Morganti's project management reserves the right to monitor all accident/incident investigations.

III. SUBCONTRACTOR RESPONSIBILITIES

1. This Subcontractor has included the following minimum mandatory requirements in its bid submission /contract price. The Minimum mandatory requirements as stated below have been established for this project. However, each subcontractor is expected to adopt additional standards and procedures as dictated by the work performed and/or the work environment in compliance with all Occupational Safety and Health Act (OSHA) 29 CFR 1926 and 1910 standards regulations and all other ordinances and laws promulgated by Federal, State and/or Local agencies and Owner requirements. Minimum standards shall be, but are not limited to:
 - a. 100% utilization of hard hats, eye protection, and class 2 high visibility vests must be worn at all times from entering, during and leaving the job site.
 - b. Prescription glasses are not allowed, only Prescription spectacles, with side shields and protective lenses meeting the requirements of ANSI Z87.1 are permitted
 - c. All required personal protective equipment (PPE) will be supplied by the subcontractor for its employees. All PPE shall be of safe design and construction per ANSI requirements for the work to be performed.
 - d. The continuous utilization of eye, face, respiratory, or hearing protection when necessitated by the work performed and/or the work environment. Adequate clothing and footwear suitable for the work, the work environment, and weather shall be utilized while at the project. Torn or loose clothing, sweatpants, shorts, tank tops, sandals, cuffs, or rings may be hazardous and are not considered appropriate.
 - e. Establish this project as a "Drug Free" workplace with substance abuse not tolerated. Each subcontractor will educate its employees and will certify their employees as "Drug Free". Subcontractor supervisors are to be educated in detection and handling of substance abuse. Employees found to be non-compliant will be removed from the site immediately by the employer.
 - f. Establish minimum standards for employee conduct which will be acknowledged by each employee as a condition of employment at this project.
 - g. When performing any "hot work" or where there is potential for fire, the performing subcontractor shall provide fire blankets or other spark containment and a fire extinguisher at the location of the work/exposure. Must use attached "Attachment E Hot Work Permit".
 - h. Subcontractor's office trailers, storage sheds and Work areas shall be protected with a conspicuously placed fire extinguisher.
 - i. No work will be started until provisions are initiated to protect working employees, other subcontractor employees, pedestrians, the public, neighbors, visitors, vendors, and client/owner personnel.
 - j. Subcontractor is responsible for taking all necessary precautions to protect pedestrians, traffic and adjacent structures from damage and harm, which might result from Subcontractor's work.

- k. Subcontractor is responsible for providing acceptable safety protection devices and/or precautions for its Work. This shall include all worker tie-offs, or acceptance of a “Controlled Access Plan” as detailed in the OSHA guidelines.
- l. No floor openings, wall openings, open sided platforms, or trenches and excavations shall be left unguarded at any time.
- m. No excavation deeper than four (4) feet is permitted without proper sloping, benching, or use of a trench box.
- n. Subcontractor shall provide all temporary protection, barricades, fencing, warning signs, etc. as required by OSHA, State or Local regulations to ensure that a safe construction site is maintained at all times, including off hours for its Work. It is the responsibility of this Subcontractor to immediately correct any and all deficiencies that it identifies in the course of its Work on the Project, whether installed by this Subcontractor or not. Such deficiencies shall be brought to the immediate attention of the Morganti Superintendent.
- o. No subcontractor personnel shall remove any protective devices, LOTO devices, barricades, signage, or warning tags/devices without written authorization of Morganti Project Management. Each subcontractor shall be responsible for replacing ALL guards and warnings prior to leaving the work area.
- p. No subcontractor shall perform or allow its employees to perform work on or near unprotected energized systems and only employees that are properly trained, qualified, following a written procedure, and wearing the appropriate protective equipment are permitted to perform diagnostic or testing tasks. Unauthorized live work is strictly prohibited for anyone.
- q. No Subcontractor is to demolish / remove a structural member, load bearing wall, or existing utility without appropriate evaluation, proper coordination, Morganti permission, and potentially, an Engineer’s written approval.
- r. As an additional precaution, this Subcontractor shall assign a knowledgeable full time on site competent person to inspect its Work area for Fall Protection deficiencies. This person shall be on-site at all times when applicable work is underway. At a minimum, this inspection is to take place at the start of each working day and immediately after lunch break. Subcontractor shall schedule additional inspections if required. Any Fall Protection deficiency including but not limited to barricades, railings, toe boards and protection of any openings in its Work area shall be immediately corrected to ensure all such protection is properly functioning and meets OSHA requirements.
- s. Each subcontractor shall conspicuously post-warning signs and/or barricade areas where hazardous products are stored or used, where hazardous work is in progress, or where potentially hazardous conditions exist for its work. In addition OSHA compliant removable barricades and kickboards will be provided by this Subcontractor for its work and maintained and removed when safe by this Subcontractor.
- t. Each subcontractor will be held responsible and accountable for the protection of the project site and the environment. This includes, but is not limited to the proper storage, use, and disposal of all hazardous products and any “spills or environmental contamination”. In the event a hazard chemical or fuel liquid spill may occur, an environmental cleaning company will be called to clean up the spill. Subcontractor that has spilled the hazard chemical or fuel will be responsible for the cost of cleaning such spill.
- u. Each subcontractor will be held responsible and accountable for instructing its employees in the proper use and storage of tools, equipment, materials, and chemicals; including the proper disposal of chemicals. This includes measures to be utilized to protect the employee, the work area, and the adjacent personnel.
- v. Each subcontractor is required to utilize OSHA compliant Ground Fault Circuit Interrupters in conjunction with electrical extension cords and equipment throughout all stages of this project.

- w. Each subcontractor must follow the Lockout and Tagging of circuits as specified in the attached OSHA regulation 1926.417.
 - x. No electrical cords, welding cables, or other wiring shall be placed directly on the ground or inside a building on the floor. Contractor must erect stands for all cables and wires to run on. Tripping hazards from cords and cables are significant and can be easily eliminated.
 - y. Each subcontractor must submit in writing a plan based on a six (6) foot fall protection requirement covering methods provided to employees for protection from falls with a designated named competent person, as required.
 - z. Each subcontractor shall ensure that only qualified, competent, trained employees are allowed to operated tools and equipment.
 - aa. Each subcontractor will be accountable for ensuring that all tools and equipment at the workplace are in good condition, free of defects, and in proper working conditions and that all guards necessary are provided, are operational and, when required, all inspections are properly executed and documented. No tools or equipment should be modified from manufacturing specifications. Tools or equipment modified by the employer will not be allowed on site without approved manufacturing letter that specifications meet safety standards.
 - bb. Each subcontractor must provide to Morganti emergency contact numbers to contact subcontractor's supervision during off hours.
 - cc. No personal telephones will be allowed to be used on the construction site. Contractors are required to limit the use of telephones on-site to essential personnel and to limit the use of personal telephones to only during breaks.
2. Subcontractor is required to have their insurance company's field representative visit the jobsite periodically. Subcontractor is required to provide The Morganti Group, Inc. with a copy of their insurance carrier's field report and their follow-up letter indicating they have made the required corrections eliminating any hazards that may have existed. The Morganti Group, Inc. reserves the right to walk with the insurance company's field representative.
 3. All accidents, injuries (first aid cases, doctor's cases, and lost time incidents), property damage, and "near miss" incidents are to be verbally reported to Morganti's Project Management within one (1) hour of the incident. Subcontractor shall file a written Accident/Incident Investigation report (Attachment G) to Morganti's Project Management within 24 hours. Morganti will forward documentation to the appropriate owner representative(s). Morganti's project management reserves the right to monitor all accident/incident investigations.
 4. Subcontractors shall provide Morganti's Project Management with regular written status reports regarding employee injuries, medical status, and investigations. Subcontractors shall develop a corrective action plan intended to prevent similar occurrences in the future upon the completion of all accident/incident investigations and relay to Morganti's Project Management. Each corrective action plan shall contain the person responsible for each action element, the timing for completion and date completed.
 5. Subcontractors shall submit to Morganti's Project Management on a monthly basis a Man- hour/Incident Summary Report (See Attachment C) with the required Subcontractor information.
 6. Any additional reporting and investigation documentation, such as copies of any reports provided to or from the subcontractor's insurance carrier, state reporting requirements, or regulatory agencies shall provide to Morganti's Project Management.

7. The subcontractor shall immediately advise Morganti's Project Management of any legal correspondence for legal representations and/or legal actions or lawsuits relative to incidents occurring at this project.
8. Each Subcontractor's employees who will be working on the Project site will be required to attend an Orientation Program at the start of their first day of work. The Orientation Program will require approximately one-half (1/2) hour for each employee's first day. The orientation will discuss the site-specific project work rules, Site Logistics, and Safety Program. The employee will also receive an identification badge/sticker from MGI, which will allow him/her to enter the Project site.
 - a) Subcontractor's employee MUST have a valid ID and their 1926 OSHA 10 or 30-hour training card and must present all construction training licenses or certifications holding.
 - b) All foremen and the competent person must have a 1926 OSHA 30 hour training card. All qualified person must present their qualifications training card.
 - c) A copy of these documents will be collected and filed in the subs orientation binder. Employees without a valid OSHA training card will not be allowed on site.
 - d) All cost of this orientation is included in the Subcontractor's cost of Work. All Subcontractors on-site personnel must comply with the requirements of the Orientation Program, which are hereby made part of the Subcontract Agreement. This Subcontractor shall contain this provision in all its agreements to its Subcontractors (Sub-subcontractors). Subcontractor shall schedule this required orientation by notifying Morganti 48 hours in advance.
9. Subcontractor's foreman will be instructing their employees at the beginning of any working task and fill out a written detailed JHA (Job Hazard Analysis) Form, (ATTACHMENT J) with the signature of employees instructed for the work task to be performed and the hazard associated with it. JHA is to be submitted to MGI within 1 hour of start of shift. If a new work task is commenced during the daily working hours, a new JHA needs to be filled out and provided to MGI. The JHA shall include the total number of employees on site that day, in order to keep a headcount for emergency purposes.

JHA's not submitted on time will result in a citation of \$50.00.
10. This Subcontractor understands and agrees to comply with the MGI Deviation Ticket Procedure. The specific deviations and associated financial penalty are noted in detail below. Violations which are not readily attributable to an individual, but are due this Subcontractor, its work and/or lack of proper response shall be charged to this Subcontractor's account. For violations of the Site Specific Safety Plan, the Owner's requirements, the Site Logistic Plan, or the Subcontractor's Safety Manual and Safety Program by this Subcontractor, by an employee of the Subcontractor or an employee of his lower tier Subcontractors to a Specific Deviation, Subcontractor agrees that its Subcontractor's Monthly Request for Payment may be reduced by a financial sum which will be indicated on the Deviation Ticket until such time as the deviation is rectified by this Subcontractor to the satisfaction of Morganti (MGI). The subcontractor agrees to remove from the site any employee who is the cause of two or more safety deviation violations. Individuals who are observed violating the Site Safety Requirements shall be issued a written safety deviation warning. One (1) copy will be given to the employee, one (1) to their employer and one (1) to the MGI file. The following schedule is for each and every safety deduct violation by an individual/Subcontractor:
 - i. First Violation: Written warning and \$250.00 deduct deviation charge to the Subcontractor.
 - ii. Second Violation: \$1,000 deduct deviation charge to the Subcontractor and exclusion of the individual from working on the site.

11. Subcontractor agrees to reduce his subcontract amount by \$250.00 for each weekly safety meeting not held and for not providing proper minutes of safety meetings to The Morganti Group, Inc.
12. Subcontractor is responsible for daily clean-up to dumpsters and dust control as a result of its Work. Failure to comply shall affect monthly progress payments in the form of a \$250.00/day deduct deviation charge for each incident.
13. Subcontractor will be responsible for the development, implementation, utilization, enforcement and supervision of a safety program for their employees and their work. The continuous compliance with all OSHA, owner rules and regulations will comprise the minimum acceptable standards by this Subcontractor.
14. Subcontractor is expected to continuously safeguard the safety and health of all employees as well as the public, visitors, and client/owner personnel.
15. Subcontractor acknowledges a zero-smoking policy on the jobsite. This includes the use of cigarettes, cigars, pipes or any light smoking device including all vaping materials.
16. Subcontractor is responsible for planning safety into all work before any work is started. This includes identifying potential hazards and hazardous conditions, planning protective procedures to eliminate or minimize the hazard and/or potential exposures and the required safeguards and measures to be initiated in the event of employee exposure to the hazard.
17. Subcontractor is expected to implement, enforce and monitor the effective utilization of the Morganti's Site Safety Specific Plan "Exhibit D". Subcontractor is expected to supplement the Site Specific Safety Plan with additional regulations and procedures for its employees and its work. Additionally, Subcontractor is expected to coordinate with and assist other subcontractors to avoid accidents, injuries, property damage, and other losses.
18. The following written information is required to be forward to Morganti:
 - a) Subcontractor will provide evidence of a Safety and Health Program which includes but not limited to its project specific Hazard Communication Program. Subcontractor will be responsible for developing its chemical inventory, providing the required Safety Data Sheets, and for informing other subcontractors of hazards at the project site and of potential exposures (see Section II for details).
 - b) Subcontractor shall provide to Morganti (MGI) their Safety Program and Hazardous Communication Program before any work is performed on the Project jobsite. Subcontractor shall designate a jobsite Safety Representative to be responsible for the implementation of their Safety Program and ensure Subcontractors compliance with all Occupational Safety and Health Act (OSHA) and all other ordinances and laws promulgated by Federal, State, or Local agencies and Owner requirements. When applicable, the subcontractor shall describe its plan for chemical storage use and disposal plan in the event of environmental contamination. (See Environmental Protection Plan, Section VII Paragraph B.)
 - c) Subcontractor will describe how its work will proceed and what measures will be taken to ensure that hazards and hazardous conditions will be identified and the measures to be utilized to protect people, property, and equipment.

- d) Subcontractor will also describe how it intends to comply with OSHA regulations such as, but not limited to:
- i. Respirators, their selection, training, and use;
 - ii. Competent person for trenching and excavating;
 - iii. Competent person for scaffolding;
 - iv. Fall protection program, training and competent person;
 - v. Steel erection & fall protection plan;
 - vi. Training, monitoring, rescue, and inspection of confined spaces;
 - vii. Equipment inspections and certifications.
 - viii. Operator training and certifications
 - ix. Selection and use of additional personal protection equipment;
 - x. Employee training mandated by OSHA regulations
 - xi. Respirable crystalline silica Standard.
 - xii. Prevent employees from being exposed to energized systems and provide a Qualified Person to recognize these potential exposures, implement the proper controls, and perform diagnostic tasks with the proper protective gear when required. Unauthorized "Live" work is strictly prohibited
19. Subcontractor will describe its requirements for employee utilization of personal protection equipment and what specialized personal protection equipment will be required by the work performed and/or the work environment.
20. Subcontractor will describe its disciplinary action plan to be utilized in the event of employee non-compliance with the rules for employee conduct, and/or serious, intentional, or repeated disregard for established rules, regulations, and procedures including the proper utilization of personal protection equipment and the practices required to protect the safety and health of other employees and individuals on or adjacent to the project.
21. Subcontractor shall describe its program of new employee indoctrination/orientation and indicate the individual responsible for presenting and documenting. The orientation should include, but not be limited to:
- a) Special hazards for the work and around the project;
 - b) Traffic regulations around the project;
 - c) A description of the nature of the project and the inherent hazards associated with a construction site.
 - d) Safety equipment that must be used;
 - e) Safe work practices to be used to minimize accident or injury such as lifting, falls, fire, housekeeping, etc.;
 - f) Hazard communication standard requirements;
 - g) A review of the disciplinary action that may result from non-compliance with established safety rules and regulations;
 - h) Securing, understanding, and continuous adherence to requirements of all safe work permits, when required;
 - i) Company fall protection program (See below).
22. Subcontractor will describe its fall protection program and how it plans to comply with the OSHA fall protection standard (29 CFR 1926.500), and The Morganti Group, Inc. Six (6) Foot Fall Prevention/Protection Program, as noted below;

- a) Any individual exposed to a potential fall in excess of six (6) feet while working from a walkway platform, or other surface must be protected from falling per OSHA requirements.
 - b) Subcontractor will identify the individual on the project site designated with safety and health responsibility for implementation, monitoring, training, and enforcement. Subcontractor shall have on-site at all times an OSHA competent person and an OSHA qualified person as required.
 - c) Subcontractor will identify the corporate/company individual responsible for safety and health program development, utilization, continuous monitoring, and program enforcement at this project. Subcontractor shall provide the most effective means of communication with this designated individual.
 - d) Subcontractor will identify, in writing, at least one (1) person that will be on the project site while employees are present that has current certification in first aid and cardio-pulmonary resuscitation (CPR).
23. The Site Specific Fall Protection Plan shall include specific sub-plans for the following:
- a) Refer to Attachment F (1) for Site Specific Fall Protection Plan requirements
24. Subcontractor will provide continuous housekeeping and maintain the project site in a clean, orderly, and safe condition at all times.
- a) All materials on the project site are to be securely stacked in an orderly manner.
 - b) No debris shall be allowed to accumulate on, in, or around stacked materials or packed materials.
 - c) The project site shall be kept clean and free of paper, bottles, cans, and refuse of any kind. Adequate waste disposal containers shall be placed at break and eating areas and where the work will generate construction and packing debris. All premises occupied by persons working on the project shall be maintained in a clean and sanitary condition.
 - d) All roadways and public property shall be immediately cleaned and maintained.
 - e) Subcontractors' work, equipment and material shall be protected from the effects of wind, rain, sunlight, ice and snow.
25. The subcontractor is responsible to enforce and monitor whether working on site or not, its subcontractors (first tier subcontractors) and their subcontractors (lower tier subcontractors) effective utilization of the Morganti's Site Specific Safety Plan "Exhibit D". Under no circumstances is the Subcontractor alleviated from the responsibilities as stated for work performed by their first and any lower tier subcontractors with whom have been engaged to perform services under this contract.
26. Subcontractor will describe its Confined Space program and how it plans to comply with OSHA's confined spaces in construction standard (29 CFR 1926.1203) and submit either the "non-permit" required confined space entry procedures form (attachment E1) or the "confined space work permit" form (attachment E2), depending on how the site-specific confined space is classified based on the evaluation procedures noted in OSHA's confined space standard.
- MGI Management will meet with the subcontractor's designated Competent Person to review the confined space program and evaluation procedures to ensure that they meet the requirements under 29 CFR 1926.1203 before proceeding with the entry into the confined space.
27. Subcontractor will submit the following documentation to MGI field management two (2) weeks before any crane is brought to the site
- a) A detailed crane pick plan with crane rate capacity.
 - b) Crane inspection Certification. Required by Governmental agencies to assure that the crane is mechanically and structurally able to perform within the criteria established by the manufacturer.

- c) Crane operator license.
 - d) Crane operator driving license and DOT medical card.
 - e) Crane operator OSHA card (OSHA card cannot older than 5 years from the date issued).
 - f) Crane Rigging Requirements
 - i. Any worker who will work with the crane for the rigging of material must present their crane rigging certificate and crane hand signal certificate, to the MGI management.
 - ii. Submission of detailed rigging plan for heaviest pick and/or any critical picks are required.
 - iii. Any critical picks must be approved by MGI (in excess of 75% of crane capacity or multiple crane picks).
 - iv. Any information known regarding underground utilities and ground conditions will be provided to crane operator or Lift Director.
 - v. Signal Person Certification must be available on site.
28. Scaffolding erectors must present the scaffold erector certificate to the MGI management. Subcontractors working on Baker Scaffolds must adhere to the following:
- Baker scaffolds must be accessed from A-frame ladders of appropriate height.
 - Baker scaffolds must be inspected, tagged and signed daily.
 - Wheels on baker scaffolds must be locked while being worked on; No surfing is allowed.
 - Side rails are required when the platform is 6 ft or more above the floor
29. Scaffolds must be inspected and tagged by a competent scaffold person on a daily basis. The tag must clearly indicate whether the scaffold is complete and safe to work from, the date of the last inspection and the printed and signed name of the competent inspector. A Red, Yellow, Green tagging system is recommended for ease of recognition.
30. Only fiberglass A-frame ladders are permitted; extension ladders and A-frame ladders made of wood or aluminum are not permitted.
31. Personal radios and headphones are not permitted.
32. Failure to use the proper sanitary facilities will result in a citation and immediately removed from the job site.
33. Endangering the health or safety of others will result in a citation and immediately removed from the job site.

IV. SAFETY MEETINGS

1. During regularly scheduled progress meetings, Morganti will discuss safety. The agenda will include discussion of Subcontractors' upcoming work and possible safety impact on other subcontractors.

In the event of serious or potentially serious accidents/near-miss incidents or repeated non-compliance by a Subcontractor's personnel, a special meeting may be scheduled requiring the attendance of the Subcontractor's corporate/company Safety Manager.

If required, a weekly Safety Walk-thru Committee may be formed. The members will consist of Subcontractor's foremen, union stewards (if applicable), and other appropriate personnel. Any unsafe

work or items identified during this walk-thru shall be corrected immediately.

2. Each subcontractor will conduct weekly “toolbox” safety meetings with ALL of their respective employees. The weekly “toolbox” meeting will be conducted regularly at a predetermined time and place. Meetings and subjects will be documented by employee signatures to indicate attendance, and must be submitted weekly.

Subcontractor must provide safety topics, safety regulations, and safety meeting material for use in the on-going safety training of its employees

Morganti’s project management reserves the right to monitor these safety-training sessions without prior notice.

V. JOBSITE SAFETY SURVEYS AND SAFETY VIOLATION NOTICE

1. Morganti’s project management will regularly survey the project to determine the effectiveness of the safety and health program implementation and utilization. Instances of the subcontractor employee non-compliance and/or any hazard or hazardous condition identified will be brought to the attention of the subcontractor’s project management for immediate review and correction. Subcontractors are required to respond to each observation with action taken to remedy the identified hazard. Any situations that are identified as serious and/or life threatening and/or based upon continuous non-compliance with established environmental, health and safety regulations by subcontractors may result in immediate termination of work until the subcontractor’s job management personnel can initiate corrective measures and/or employee indoctrination and training satisfactory to Morganti’s project management. Morganti will not be held liable for lost production time or any other expenses incurred, if work is stopped due to a serious life threatening and/or repeated safety violation. The survey observations and the subcontractor’s resulting actions will be discussed at the weekly progress meeting. These regular surveys of the project are not intended, nor are they designed to discover all instances of non-compliance. Consistent with all the provisions as set forth in this contract, Subcontractor is required to comply with all safety and health programs and will be accountable for same.
2. Subcontractor will designate a representative to conduct a daily safety survey of its employees, its work area, its equipment, and its work to identify potential hazards. Any safety non-compliance incidents or hazards identified shall be immediately corrected. These safety surveys and observations are to be documented and reported to the Morganti project management upon request. Any potentially serious or life threatening situation is to be reported to the Morganti project management immediately. Any safety observations involving another subcontractor’s employee’s work, work area, or equipment is to be reported immediately to the subcontractor involved and the Morganti project management.
3. Subcontractor will have a corporate/company representative conduct a project safety survey of its employees, its work area, and its equipment at least once a month. These safety surveys and observations shall be documented with copies forwarded to Morganti’s project management. Documentation shall include suggestions for corrective actions and the measures instituted by the Subcontractor’s management.

VI. NOTIFICATION OF VISIT BY REGULATORY AGENCY

If this Subcontractor is visited by a representative of its insurance carrier or a regulatory agency for the purpose of a project survey and/or investigation, Morganti’s project management is to be advised prior to

the visit. Morganti reserves the right to accompany the parties on the visit and to monitor any investigations. Copies of documentation resulting from such surveys and/or investigations are to be forwarded to Morganti's project management.

VII. ENVIRONMENTAL PROTECTION PLAN

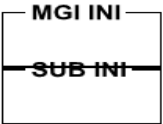
1. Subcontractor shall maintain a project site environmental control program which substantially follows this plan. Subcontractor will take immediate action to correct any environmental problems created by its work. Any environmental problems discovered relating to this project will be reported to Morganti's project management.
 - a) Solid, liquid, and gaseous contaminants will be disposed in accordance with appropriate regulations of any Federal, State, and Local agency with environmental rules and regulations. All gaseous contaminants will be discharged so as to dilute them with fresh air and reduce their toxicity to acceptable levels. Liquid wastes such as paints, oils, solvents, lubricants, cleaning agents, etc. shall be stored in properly labeled and sealed containers suitable for their storage and disposed of in a manner consistent with the appropriate regulatory agency guidelines. Dispensers for liquids such as fuel, lubricants, cleaning agents, solvents, etc. shall have drip pans under the outlet or will be in a berm area with a liner that will prevent soil contamination in the event of a leak or spill. The berm shall be capable of hold the entire volume of the storage container. Liquid wastes will not be disposed of in the local drainage system.
 - b) Each subcontractor will be held responsible and accountable for the protection of the project site and the environment. This includes, but is not limited to the proper storage, use, and disposal of all hazardous products and any "spills or environmental contamination". In the event a hazardous chemical or fuel liquid spill may occur, an environmental cleanup company will be called to clean up the spill. The subcontractor that has spilled the hazardous chemical or fuel will be responsible for the cost of cleaning such spill.
 - c) Each subcontractor will have an appropriate spill kit/materials immediately available near their equipment.
 - d) Sanitary and hazardous waste shall be disposed of in accordance with Federal, State, Local regulations, whichever is more strict.
 - e) The project, including all work areas will be cleaned daily. All waste and debris will be disposed of in approved containers and in an approved manner. Morganti's project management will coordinate the collection and movement of all trash and debris.
 - f) Subcontractor will load trash container and/or trucks so as to minimize the possibility of dropping debris on either the project roadways or public roadways. Likewise, trucks will not be overloaded so that they will cause damage to the site or to public roadways.
 - g) Subcontractor will make every effort to minimize the creation of excess noise.
 - h) Subcontractor will make every effort to control and minimize the generation of dust, mist, and sprays. Consideration will be given to wind direction and weather conditions to eliminate the possibility of over-spray to surrounding neighbors.



Contract No.: «SL»
Phase: «udcontractphase»

VIII. SITE SPECIFIC HAZARDS AND SPECIAL REQUIREMENTS

On any Morganti project, it is of utmost importance that project and/or site-specific safety and/or health conditions/requirements be identified and shared with all subcontractors to ensure the highest level of safety/hazard awareness possible. Please refer to attachment F1 for special considerations pertaining to this project/site.



ATTACHMENT A

Lockout and Tagging of Circuits

§1926.417 Lockout and tagging of circuits.

- (a) Controls. Controls that are to be deactivated during the course of work on energized or de-energized equipment or circuits shall be tagged.
- (b) Equipment and circuits. Equipment or circuits that are de-energized shall be rendered inoperative and shall have tags attached at all points where such equipment or circuits can be energized.
- (c) Tags. Tags shall be placed to identify plainly the equipment or circuits being worked on.
- (d) Lockout and tagging. While any employee is exposed to contact with parts of fixed electric equipment or circuits which have been de-energized, the circuits energizing the parts shall be locked out or tagged or both in accordance with the requirements of this paragraph. The requirements shall be followed in the order in which they are presented [i.e., paragraph (d)(1) first, then paragraph (d)(2), etc.]. [1926.417(d) added by 58 FR 35077, June 30, 1993]

Note 1: As used in this section, fixed equipment refers to equipment fastened in place or connected by permanent wiring methods.

Note 2: Lockout and tagging procedures that comply with paragraphs (c) through (f) of 1910.147 will also be deemed to comply with paragraph (d) of this section provided that: (1) the procedures address the electrical safety hazards covered by this subpart; and (2) the procedures also incorporate the requirements of paragraphs (d)(3)(iv) and (d)(4)(ii) of this section.

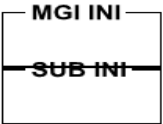
- (1) **Procedures.** The employer shall maintain a written copy of the procedures outlined in paragraph (d) and shall make it available for inspection by employees and by the Assistant Secretary of Labor and his or her authorized representatives. **Note:** The written procedures may be in the form of a copy of paragraph (b) of this section.
- (2) **De-energizing equipment.**
 - (i) Safe procedures for de-energizing circuits and equipment shall be determined before circuits or equipment are de-energized.
 - (ii) The circuits and equipment to be worked on shall be disconnected from all electric energy sources. Control circuit devices, such as push buttons, selector switches, and interlocks, may not be used as the sole means for de-energizing circuits for equipment. Interlocks for electric equipment may not be used as a substitute for lockout and tagging procedures.
 - (iii) Stored electric energy which might endanger personnel shall be released. Capacitors shall be discharged and high capacitance elements shall be short-circuited and grounded, if the stored electric energy might endanger personnel. Note: If the capacitors or associated equipment are handled in meeting this requirement, they shall be treated as energized.
 - (iv) Stored non-electrical energy in devices that could reenergize electric circuit parts shall be blocked or relieved to the extent that the circuit parts could not be accidentally energized by the device.
- (3) **Application of locks and tags.**
 - (i) A lock and a tag shall be placed on each disconnecting means used to de-energize circuits and equipment on which work is to be performed, except as provided in paragraphs (d)(3) (iii) and (v) of this section. The

lock shall be attached so as to prevent persons from operating the disconnecting means unless they resort to undue force or the use of tools.

- (ii) Each tag shall contain a statement prohibiting unauthorized operation of the disconnecting means and removal of the tag.
 - (iii) If a lock cannot be applied, or if the employer can demonstrate that tagging procedures will provide a level of safety equivalent to that obtained by the use of a lock, a tag may be used without a lock.
 - (iv) A tag used without a lock, as permitted by paragraph (d)(3)(iii) of this section, shall be supplemented by at least one additional safety measure that provides a level of safety equivalent to that obtained by use of a lock. Examples of additional safety measures include the removal of an isolating circuit element, blocking of a controlling switch, or opening of an extra disconnecting device.
 - (v) A lock may be placed without a tag only under the following conditions:
 - (A) Only one circuit or piece of equipment is de-energized, and
 - (B) The lockout period does not extend beyond the work shift, and
 - (C) Employees exposed to the hazards associated with re-energizing the circuit or equipment are familiar with this procedure.
- (4) **Verification of de-energized condition.** The requirements of this paragraph shall be met before any circuits or equipment can be considered and worked as de-energized.
- (i) A qualified person shall operate the equipment operating controls or otherwise verify that the equipment cannot be restarted.
 - (ii) A qualified person shall use test equipment to test the circuit elements and electrical parts of equipment to which employees will be exposed and shall verify that the circuit elements and equipment parts are de-energized. The test shall also determine if any energized condition exists as a result of inadvertently induced voltage or unrelated voltage back feed even though specific parts of the circuit have been de-energized and presumed to be safe. The test equipment shall be checked for proper operation before and immediately after this test.
- (5) **Re-energizing equipment.** These requirements shall be met, in the order given, before circuits or equipment are re- energized, even temporarily.
- (i) A qualified person shall conduct tests and visual inspections, as necessary, to verify that all tools electrical jumpers, shorts, grounds, and other such devices have been removed, so that the circuits and equipment can be safely energized.
 - (ii) Employees exposed to the hazards associated with re-energizing the circuit or equipment shall be warned to stay clear of circuits and equipment.
 - (iii) Each lock and tag shall be removed by the employee who applied it or under his or her direct supervision. However, if this employee is absent for the workplace, then the lock or tag may be removed by a qualified person designated to perform this task provided that:
 - A. The employer ensures that the employee who applied the lock or tag is not available at the workplace, and
 - B. The employer ensures that the employee is aware that the lock or tag has been removed before he or she resumes work at that workplace.
 - C. There shall be a visual determination that all employees are clear of the circuits and equipment.



Contract No.: «SL»
Phase: «udcontractphase»



ATTACHMENT B

Fire Safety Program and Employee Emergency Plan

The following fire safety written program and employee emergency action plans have been developed in accordance with OSHA Safety Standards 1926.150 and 1926.35.

RESPONSIBILITIES

MGI SUPERINTENDENT is responsible and has full authority to make necessary decisions and program revisions to ensure the success of this program.

MGI SUPERINTENDENT will develop detailed written instructions where required by this plan, and will amend these instructions when necessary.

SUBCONTRACTOR SUPERINTENDENT is responsible for training its company's employees in the use of fire extinguishers, the use of the evacuation plan, and any other training required by this program.

FIRE EXITS

Each work place building must have at least two means of escape remote from each other to be used in a fire or other emergency.

Fire doors must not be blocked or locked to prevent emergency use when employees are within the buildings. Delayed opening of fire doors is permitted when an approved alarm system is integrated into the fire door design.

Exit routes from buildings must be clear and free of obstructions and properly marked with signs designating exits from the building. Potential exits that are locked or blocked or otherwise not intended to be used as exits should be clearly marked as "Not an Exit".

All doors in egress path, including temporary doors are to open in the direction of egress.

MGI & SUBCONTRACTOR SUPERINTENDENTS are responsible for inspecting fire exits. Inspections will be performed regularly.

PORTABLE FIRE EXTINGUISHER

Each work place building must have a full complement of the proper type of fire extinguisher for the fire hazard present.

Employees expected or anticipated to use fire extinguishers or other firefighting equipment must be instructed on the hazards of incipient stage fires, how to properly operate the fire extinguisher, how to properly extinguish incipient stage fires, and what procedures to follow in alerting others to the fire emergency. Training will be provided by the person responsible for training, who is named on the



first page of this program. Without additional and appropriate training, no person is to attempt to fight an established fire beyond the incipient stage.

Only approved fire extinguishers are permitted to be used in work places, and they must be kept in good operating condition.

SUBCONTRACTOR SUPERINTENDENT, or his/her designee, will maintain and inspect fire extinguishers at least monthly. All fire extinguishers will be inspected annually by an outside fire extinguisher company.

FIRE PREVENTION PLAN

Area Fire extinguishers MUST be provided as per contract by the designated Subcontractor.

Each and every fire that is extinguished shall be immediately reported to the Morganti Superintendent. Any fire extinguisher that has been activated and/or discharged will immediately be removed from the work area and replaced with a fully charged unit.

Subcontractor will be responsible for the prompt removal and proper disposal of all used containers of combustible/flammable materials and waste.

SUBCONTRACTOR SUPERINTENDENT is responsible for inspecting storage areas. Inspections will be performed regularly.

Heat producing equipment such as burners, heat exchangers, boilers, portable heaters, stoves, etc., must be properly maintained and kept clean of accumulation of flammable residues. Heat producing sources will be inspected regularly.

SUBCONTRACTOR EMPLOYEE EMERGENCY ACTION PLAN

SUBCONTRACTOR SUPERINTENDENT is responsible and has full authority to make necessary decisions and modify the Subcontract Employee Action Plan as necessary to ensure the success of this plan.

SUBCONTRACTOR SUPERINTENDENT will develop detailed written instruction where required by this plan, and will amend these instructions when necessary.

SUBCONTRACTOR SUPERINTENDENT is responsible for training employees and its Subcontractor(s)/sub- contractor(s) in the use of this plan.

SUBCONTRACTOR SUPERINTENDENT shall establish an employee alarm system. The employee alarm system may consist of **A BOAT TYPE AIR HORN** Alarm signals shall consist of **ONE LONG BLAST, TWO SHORT BLASTS that will mean to EVACUATE**. Air horns shall **NOT** be used on jobsites occupied by the client and/or public.



Each employee will be trained in the meaning of the alarm(s) and their responsibility in event the alarm indicates an emergency exists.

Emergency alarms will be regularly tested at specified times on a monthly basis. These tests shall be conducted on **THE LAST FRIDAY OF EACH MONTH**. If multiple alarms are located throughout the project, a different alarm will be tested each month.

The preferred means of reporting fires and other emergencies by employees shall be as indicated on the Emergency Information sheet. The Emergency Information Sheet is to be conspicuously posted by the Subcontractor and the information programmed into their on-site employee cell phones.

In the event of a fire or other emergency the reporting employee should follow procedures to activate the emergency alarm. If this involves leaving the immediate area, he/she should immediately notify any other employees in the immediate area. This employee or a second employee is to immediately activate the area wide reporting/emergency alarm system as described.

SUBCONTRACTOR SUPERINTENDENT will designate the emergency escape procedures and emergency escape route assignments in the event of an emergency. A diagram of the facility with selected evacuation routes should be developed and conspicuously posted. Employees will be instructed in the use of alternate routes and alternate assembly areas in the event that primary routes are not available.

Subcontractor shall be responsible for procedures to account for all its employees after emergency evacuation has been completed. The **SUBCONTRACTOR SUPERINTENDENT** shall immediately report the results of its accounting of its employees and if any of their employees are to remain available in the operational or building area to operate critical operations and/or utilities to the **MORGANTI SUPERINTENDENT**

No employee shall return to work after an emergency until directed by the MGI management personal.

Before implementing the employee emergency action plan, each employer shall designate and train a sufficient number of persons to assist in the safe and orderly emergency evacuation of employees.

EMPLOYEE BODILY INJURY

If an injured employee appears to require Emergency Medical Services (EMS), do not hesitate, dial 911, instruct others to assist EMS in getting to the injured employee, and retrieve first aid and lifesaving equipment. Provide care as needed and in accordance with training until EMS arrives

In the event of bodily injury to an employee on this project, the nearest qualified individual(s) should provide available first aid and stabilization techniques to the injured employee. The assisting employee(s) is/are to ensure that other individuals immediately report the injury to Morganti's project staff by **RADIO, IF AVAILABLE, OTHERWISE VERBALLY** and should also immediately report the incident to the injured employee's employer. Project personnel will consult with the injured



employee's employer representative to determine the most appropriate and expedient treatment and/or transportation. The employer will secure the necessary transportation and/or emergency medical services according to their pre-determined plan.

The injured employee's immediate supervisor will immediately report all incidents involving employee injury to the Morganti superintendent and shall immediately relay all updated information as it becomes available.

Each Subcontractor shall review the plan with each employee covered by the plan at the following times:

1. Subcontractor's Orientation at the start of the first day of work.
2. Initially when the plan is developed,
3. Whenever the employee's responsibilities or designated actions under the plan change, and
4. Whenever the plan is changed.

Subcontractor shall review with each employee upon initial assignment those parts of the plan which the employee must know to protect the employee in the event of an emergency.

Compliance with these requirements is mandatory and shall not be compromised at any point during construction.

EVACUATION PLAN

This Fire Safety written program and emergency action plan have been developed in accordance with OSHA Safety Standards 1926.150 and 1926.35.

RESPONSIBILITIES

MGI SUPERINTENDENT/CONSTRUCTION SITE SAFETY MANAGER is responsible and has full authority to make necessary decisions and program revisions to ensure the success of this program and will develop detailed written instructions where required by this plan, and will amend these instructions when necessary.

SUBCONTRACTOR SUPERINTENDENT/FOREMAN is responsible for training its company employees and selecting a competent person (with alternate) in the use of the evacuation plan, fire extinguishers and any other training required by the site safety plan and this program.

MGI SUPERINTENDENT/CSSM shall review with each subcontractor's competent person in charge of the employee alarm system the procedures to this plan including escape routes and Primary and Secondary Assembly areas.

MGI SUPERINTENDENT/CSSM & SUBCONTRACTOR SUPERINTENDENT/FOREMAN are responsible for inspecting fire exits. Inspections will be performed regularly. Each work place must have a full complement of the proper type of fire extinguisher for the fire hazard present. Employees expected or anticipated to use fire extinguishers or any other firefighter equipment must be instructed

on the hazards of fighting fires, how to properly operate the fire extinguishers available, how to properly extinguish fires, and what procedures to follow in alerting others to the fire emergency. Training will be provided by the person responsible for training. Only approved fire extinguishers are permitted to be used in work places, and they must be kept in good operating condition. MGI Superintendent/CSSM will maintain and inspect fire extinguishers monthly and each extinguisher to be tagged with inspection dates. All fire extinguishers will be inspected annually by an outside fire extinguisher company. MGI Superintendent/CSSM and Subcontractor Superintendent/Foreman are responsible for inspecting storage areas. Inspections will be performed regularly. Heat producing equipment such as burners, heat exchangers, boilers, portable heaters, stoves, etc., must be properly maintained and kept clean of accumulation of flammable residues. All fuel tanks/cylinders will be stored outside the building in proper storage area clearly marked. Heat producing sources will be inspected regularly. Flammables are not to be stored close to this equipment. All employees/subcontractors will be trained in the potential fire hazards of their jobs and in the procedures listed in the Fire Prevention Plan. All new or transferred employees must be trained in the Fire Prevention Plan when beginning their job duties, including any changes in this plan by the Subcontractors competent person. Fire extinguishers are only to be utilized for their designed and designated purposes.

EVACUATION PLAN PROCEDURES

Each Subcontractor shall designate a “**COMPETENT PERSON**” to carry out this plan in case of Emergency/Fire.

In event of Fire/Emergency the witness/employee that is in the vicinity or in sight of the occurrence is to activate the alarm system.

Alarm systems/Boat Air Horns are located thru-out the building located at the Fire Extinguisher stations and shall be activated using: ONE LONG BLAST, TWO SHORT BLASTS. This will mean to EVACUATE the building and proceed to the assembly area as indicated on the escape plan using the routes as indicated.

On arrival to the PRIMARY ASSEMBLY AREA the person activating the alarm will report reason/location for activating alarm to the Morganti Superintendent/CSSM.

On arriving to the assembly area all Sub-Contractors Competent person shall take an immediate “head count” of personnel and report findings to MGI’S Superintendent/CSSM and wait further instruction.

The Competent Person in charge of each Subcontractor will also report all cylinder gas/fuel/chemical/hazard locations within the building to the MGI Superintendent/CSSM.

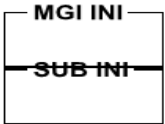
After head counts/reports have been given to the MGI Superintendent/CSSM further instructions will be given.



Contract No.: «SL»
Phase: «udcontractphase»

MGI Superintendent/CSSM will relay head counts with all other information to local authorities upon arrival.

If there are two (2) designated assembly areas and routes located on the plan, defined as “PRIMARY” and “SECONDARY “assembly areas, employees will be instructed in the use of alternate routes and alternate assembly areas in the event that primary routes or assembly areas are not available.





Contract No.: «SL»
Phase: «udcontractphase»

ATTACHMENT C**Morganti Man-hour Incident Summary Report**

Subcontractor: _____

Year: _____

Subcontractor Project Manager: _____

Subcontractor Project Superintendent: _____

For the Month			Subcontractors Totals Year to Date			
	Man-Hours	Medical Only	Lost Time	Man-Hours	Medical Only	Lost Time
January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						

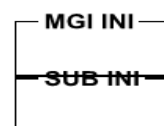
NOTE: MAN-HOUR ARE FOR SALARIED AND HOURLY PAYROLL**PLEASE ATTACH A COPY OF YOUR OSHA 300 LOG****THIS REPORT IS REQUIRED BY THE 10TH OF SUBSEQUENT MONTH.****PLEASE FORWARD TO THE MORGANTI FIELD OFFICE TO THE ATTENTION OF THE PROJECT MANAGER.**

TOTAL ACCIDENT INCIDENT RATE = $\frac{\# \text{ OF OSHA RECORDABLE INCIDENTS } \times 200,000}{\text{MAN-HOURS WORKED}}$
(MEDICAL ONLY + LOST TIME INCIDENTS)

PROJECT UPDATE: _____

LOST TIME ACCIDENT INCIDENT RATE = $\frac{\# \text{ OF LOST TIME INCIDENTS } \times 200,000}{\text{MAN-HOURS WORKED}}$

PROJECT UPDATE: _____





Contract No.: «SL»
Phase: «udcontractphase»

ATTACHMENT D Employee Acknowledgement

To be signed by every worker on the project.

Subcontractor: _____ **Date:** _____

Employee Name: (Print) _____

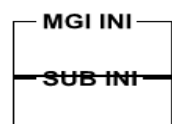
I understand The Morganti Group, Inc. Site Specific Safety Plan. I agree and will follow the rules contained within Morganti's Site Specific Safety Plan including those listed below:

1. I am aware that when on the job site, 100% utilization of hard hats, eye protection, and class 2 high visibility vests is required.
2. I will adhere to the 6 foot fall rule required of this project.
3. I will not work on or near unprotected energized systems and only qualified and properly protected employees are allowed to perform diagnostic or testing tasks.
4. I am aware that smoking is not allowed on Site
5. I am aware that a citation of \$250 for first occurrence will be issued for not wearing appropriate PPE, and not following safety rules or regulations. A second occurrence will result in a \$1000 citation and permanent removed from the job site.
6. I am aware that drugs and alcohol are not allowed on site.
7. I am aware that flammable items are not to be stored in the building. They are to be stored away from the building and secured, per OSHA standards.
8. I will file a Hot Work Permit when engaging in any burning, welding, or soldering of material.
9. I am aware of where the SDS (MSDS) sheets are located.
10. I will use and place all extension cords to avoid tripping hazards. I will not use tools and/or equipment that I have not been trained properly in the use of.
11. I am aware, understand and will adhere to all Construction Worker Site Access Requirements and Project Work Rules and I will not remove barricades, covers, signs/tags without permission.
12. I know who the competent person on site is for my company.
13. I will use only designated construction personnel bathroom facilities.
14. I will keep all exits free of all debris and stored material. Exits are not to be blocked in any way.
15. I am OSHA _____ Hour certified and trained. Copy of Certification Required.
16. If I believe that a hazardous material has been encountered or disturbed, I will stop work immediately and notify my Supervisor and the Morganti Superintendent so proper determination of the material can be assessed. If I am not sure how to identify a potentially hazardous material, I will consult with my Employer / Supervisor for assistance.

I agree to the rules of this project listed above. I understand that if I do not follow these procedures that I will be terminated from this project.

Employee Signature: _____

MGI Hardhat Decal No. _____



ATTACHMENT E
Temporary Heating, Burning, Welding and Soldering
Hot Work Permit

PAGE 1 OF 2

Both pages of Permit must be completed.

Good this date only _____ From _____ To _____

Permit is required prior to starting any welding, burning soldering or other flame/spark-producing activity.

Requested

By: _____

Location: _____ Floor: _____

Nature of
Work: _____

I certify that the location where the above work is to be done has been personally examined. The required precautions for safe burning, welding, electrical or other hot work appearing on the reverse side of this card have been checked as indicated.

Contractor Superintendent: _____

Morganti's Superintendent: _____

I have been properly instructed in appropriate hot work procedures and understand my duties.

WORKERS: _____

I have been properly instructed in my duties as Fire Watch.

SIGNED: _____

Areas exposed to flame, sparks, slag, etc., were checked at least 30 minutes after work was completed.

SIGNED: _____

Original: Morganti Group – Superintendent

Copy: Post at Job – Return to Morganti Group – Superintendent

On completion of job.


ALL ITEMS BELOW MUST BE COMPLETED BEFORE THIS PERMIT CAN BE SIGNED

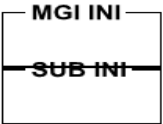
 Sprinkler System: ☐ In Service ☐ Out of Service ☐ Not Applicable

The following applicable precautions must be taken:

- A. Hazardous work in the area stopped. YES ☐ NO ☐
- B. Pump and valves containing flammable liquids must be locked and tagged. ☐ YES ☐ NOT NECESSARY
- C. Gas lines in the immediate area must be drained and flushed. ☐ YES ☐ NOT NECESSARY
- D. Area swept clean and wet down – floors and surroundings. ☐ YES ☐ NOT NECESSARY
- E. All combustibles moved 30-40 feet from operation or protected with an approved material.
☐ YES ☐ NOT NECESSARY
- F. All floor or wall openings adequately protected. ☐ YES ☐ NOT NECESSARY
- G. Persons assigned to watch for dangerous sparks in area as well as above and below.
☐ YES ☐ NOT NECESSARY
- H. Proper Fire Protection Provided – Hoses or adequate extinguishers. ☐ YES ☐ NOT NECESSARY
- I. Electrical circuit(s) turned off and locked out or fuses pulled. ☐ YES ☐ NOT NECESSARY
- J. No burning, welding, electrical or other hot work to be permitted in the presence of flammable dust, vapors and liquids or un-purged tanks, lines, etc., or equipment previously containing such material.
- K. Tanks, lines, other equipment, cleaned and purged. ☐ YES ☐ NOT NECESSARY
- L. Atmosphere tested for flammable vapors. Test By: _____ % _____
 Time: _____ NOT NECESSARY: _____ (Signature)
- M. Confined space entry permit completed. ☐ YES ☐ NOT NECESSARY
- N. Burning, welding or hot work equipment inspected and found in safe condition? ☐ YES
 Welding screens necessary ☐ YES ☐ NOT NECESSARY
- O. Area, including floors above and below where exposed, should be checked at least every 30 minutes
 Person Assigned ☐ YES
- P. Gas cylinders are not exposed to heat sources above ambient conditions. ☐ YES
- Q. Additional precautions: _____



Contract No.: «SL»
Phase: «udcontractphase»



Attachment E (1)

NON-PERMIT-REQUIRED CONFINED SPACE ENTRY PROCEDURES

Note: If the Confined Space is classified as a non-permit required confined space by the Subcontractor, the following minimum safety requirements must be complied with:

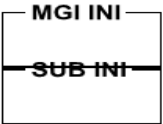
- a. Evidence of the Non-Permit Classification (Subcontractor must demonstrate how the classification was achieved)
- b. Workers that go into the confined space must be appropriately trained regarding specific space hazards, controls, and rescue procedures and must be provided with a 4-gas detector meter
- c. Workers that are in the confined space must take readings every hour from their 4-gas detector meter and document it below
- d. Workers must be equipped with two-way radios to communicate with their Supervisor.

THIS PROCEDURES DOCUMENT IS VALID FOR 8 HOURS ONLY. COPIES OF THIS DOCUMENT MUST REMAIN AT THE SITE UNTIL THE ENTIRE PROJECT IS COMPLETED.

Date:	Site location /description:		
Purpose of entry:			
Supervisor(s) in charge of crews:	Type of Crew:	Telephone #:	
Communication procedures:			
Rescue procedures:			
Emergency Contact Numbers: Ambulance: _____ Fire: _____ Safety: _____ Other: _____			
Safety Supervisor (s):			ID #:
1			
2			
Confined Space Entrant (s):			ID #:
1			
2			
3			
4			



Contract No.: «SL»
Phase: «udcontractphase»



AIR MONITORING LOG

Person Performing Air Monitoring:						
Gas Detector Model and Serial #:						
Last Calibration Date of the Gas Detector:						
Initial Air Monitoring Results before Entry (1st Hour)						
Tests	Permissible Entry Level		Initial Readings		Supervisors Initials	
Percent of oxygen (O2)	19.5% TO 23.5%					
Lower Explosive Levels (LEL)	Under 10%					
Carbon monoxide (CO)	Below 35 PPM					
Hydrogen Sulfide (H2S)	Below 10 PPM					
AT ANYTIME THE AIR TESTS ABOVE PERMISSIBLE LEVELS, WORK MUST STOP IMMEDIATELY, AND ALL ENTRANTS REMOVED FROM THE SPACE.						
Hourly Air Monitoring Readings						
Hour #	Time	O2	LEL	CO	H2S	Air Monitors Initials
2						
3						
4						
5						
6						
7						
8						
ADDITIONAL NOTES:						

Attachment E (2)

CONFINED SPACE ENTRY PERMIT

PERMIT VALID FOR 8 HOURS ONLY. ALL PERMIT COPIES MUST REMAIN AT THE SITE UNTIL JOB IS COMPLETED.

Date:	Site location /description:
-------	-----------------------------

Purpose of entry:

Supervisor (s) in charge of crews	Type of Crew	Telephone #
-----------------------------------	--------------	-------------

Communication procedures:

Rescue procedures (telephone number at bottom):

BOLD INDICATES MINIMUM REQUIREMENTS TO COMPLETE AND REVIEW PRIOR TO ENTRY

Note: For Items that do not apply, enter N/A in the blank.

REQUIREMENTS COMPLETED	DATE	TIME	REQUIREMENTS COMPLETED	DATE	TIME
Lockout/De-energize/Tag out			Full Body Harness w/"D" Ring		
Line(s) Broken-Capped-Blank			Emergency Escape Retrieval Equipment		
Purge-Flush and Vent			Lifelines		
Ventilation			Fire Extinguishers		
Secure Area (Post and Flag)			Lighting (Explosive proof)		
Breathing Apparatus			Protective Clothing		
Resuscitator - Inhalator			Respirator(s) (Air Purifying)		
Standby Safety Personnel			Burning and Welding Permit		

Continuous Monitoring:

☐ Yes

☐ No

Periodic Monitoring Frequency: _____

Test(s)	Permissible entry level
Percent of oxygen	19.5% TO 23.5%
Lower flammable limit	Under 10%
Carbon monoxide	+35 PPM
Aromatic Hydrocarbon	+1 PPM *5 PPM
Hydrogen Cyanide	(Skin) *4 PPM
Hydrogen Sulfide	+10 PPM *15 PPM
Sulfur Dioxide	+2 PPM *5 PPM
Ammonia	* 35 PPM

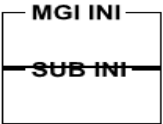
Short-term exposure limit: Employees can work in the area up to 15 minutes.

+ 8 hour Time Weighted Average: Employees can work in the area 8 hours (longer with appropriate respiratory protection).

REMARKS:



Contract No.: «SL»
Phase: «udcontractphase»





Contract No.: «SL»
Phase: «udcontractphase»

CONFINED SPACE ENTRY PERMIT

GAS TESTER NAME & CHECK #: _____

INSTRUCTIONS USED: _____

MODEL &/OR TYPE: _____

SERIAL &/OR UNIT #: _____

SAFETY STANDBY IS REQUIRED FOR ALL CONFINED SPACE WORK

SAFETY STANDBY PERSON(S)	ID #
_____	_____
_____	_____
_____	_____
_____	_____

CONFINED SPACE ENTRANT(S)	ID #
_____	_____
_____	_____
_____	_____
_____	_____

SUPERVISOR AUTHORIZATION - ALL CONDITIONS SATISFIED:

Department or phone number: _____

EMERGENCY CONTACT PHONE NUMBERS:

Ambulance: _____

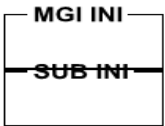
Fire: _____

Safety: _____

Gas coordinator: _____

Time Confined Space Entry
Completed & Closed:
_____ AM/PM

Supervisor Initials: _____





Contract No.: «SL»
Phase: «udcontractphase»

ATTACHMENT F
Subcontractor Competent Person/Foreman

This form shall be completed, in its entirety, by the responsible Subcontractor supervisor, identifying the “Competent Person” that he/she has assigned to the project. Said Subcontractor must include appropriate certifications, training documentation or other information specifying why and how said employee meets the requirements of “Competent Person”, as defined by OSHA 29 CFR 1926.32(f)(read below).

This document shall be submitted to Morganti, and Client prior to commencing work activities.

Subcontractor: _____

Project: «ProjectDescription» **Contract #** «SL»

I have determined, based on the review of OSHA 29 CFR 1926.32(f) (below), that _____ will act as my designated “Competent Person” for the above referenced project. He/she shall be responsible and accountable for the following:

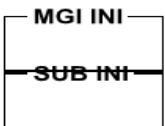
Specific Activity: _____

Mr. /Ms. _____ has my explicit authority to take prompt corrective action(s), as necessary, including stopping the work, to eliminate hazards, at risk conditions, unsafe acts or any other condition that affects the safety or well-being of an employee or the general public and/or the safety of property and/or equipment. He/she will be responsible for representing our company during the weekly safety meeting and shall maintain all records/documentation mandated by Contractor and/or governing codes and standards. OSHA 29 CFR 1926.32(f): “Competent Person” means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The following information and/or attached documents(s) support our selection of the above named individual as “Competent Person” at the aforementioned project. (Note: minimum requirement is OSHA 30-Hour Construction Safety & Health Certificate issued within the previous 5 years)

Print Name _____ Company Name _____

Signature _____ Title _____ Date _____



ATTACHMENT F(1)

Special Site-Specific Safety/Health Concerns/Requirements

The following requirements and special hazards are intended to be representative of the «ProjectDescription» jobsite. Additional hazards may be present; conditions may change as the work progresses.

FOD (Foreign Object Debris) Prevention

FOD includes but is not limited to hardware, tools, parts, metal shavings, rocks, badges, luggage tags, hats, paper clips, rags, trash, paperwork and wildlife. Preventing FOD is everyone's responsibility. The presence of FOD on an airport's air operations area (AOA) poses a significant threat to the safety of air travel. FOD has the potential to damage aircraft during critical phases of flight, which can lead to catastrophic loss of life and airframe, and at the very least increased maintenance and operating costs.

Construction activities increase the risk of FOD by contributing potential materials that can be blown from the jobsite to the AOA by naturally occurring winds and jet blast. For example, wind can quickly blow dry debris, such as insulation, sand, plastic bags, cardboard, small metal scraps, etc. from relatively non-critical areas onto the flight area. As a result, housekeeping is a critical element of all construction projects on and around airport property.

1. Specific FOD prevention procedures will be established and employed for each construction project. These procedures will be based on the proximity of construction activities to operational areas but in general will stress containment and regular cleanup of construction debris utilizing the "Clean As You Go" concept. Preconstruction planning will include a means for controlling and containing FOD generated by specific construction activities. This is especially important in high-wind environments where debris is more likely to become airborne.
2. The designated routes of construction vehicles on and around the AOA will be planned to avoid or minimize crossings of critical areas of aircraft operations. If high-risk crossings cannot be avoided, subsequent provisions such as an increased frequency of FOD inspections will be implemented.
3. Contractors must fully understand the requirements and penalties regarding the control and removal of FOD. These items include:
 - a. Contractors are required to continuously monitor for FOD and provide immediate response for FOD hazards.
 - b. Contractors must secure any loose items that could easily be blown.
 - c. Contractors must use wind barriers and/or netting to restrict movement of airborne FOD.
 - d. Contractors must inspect all vehicle tires prior to traversing areas where aircraft are located.
 - e. Contractors must cover all loads.
 - f. Contractors may be required to use mechanical FOD removal devices for specific construction tasks.

Asbestos:

In the event that asbestos containing materials (ACM) are to be disturbed by the proposed work, proper asbestos abatement procedures shall be implemented prior to the commencement of such work. All asbestos abatement work shall be performed in accordance with all applicable Federal, State, and local rules and regulations. The abatement project shall be filed with all agencies having jurisdiction over this project, such as USEPA and FDEP. A licensed abatement contractor must perform the removal of all friable and non-friable ACM.

It is possible, however, that additional suspect ACM may exist under concealed spaces, which were not identified during any Asbestos inspections. Any materials that have not been tested and/or found asbestos positive must be assumed ACM.

To assure that the removal of the aforementioned ACM is properly and effectively carried out, the following recommendations are proposed:

1. Asbestos is to be handled only by qualified and certified Employers and Employees.
2. Abatement Contractors/Subcontractors must be approved in accordance with applicable State, Federal, and Local requirements to perform removal and disposal of asbestos containing material and encapsulation.
3. Contractors must determine the existence of asbestos content in buildings/ building materials PRIOR to any construction, remodeling, or demolition activities.
4. Upon discovery of any asbestos containing materials (ACM) or presumed asbestos containing materials (PACM), Contractor/Subcontractor shall stop work in such areas and notify the Morganti Superintendent.
5. The Contractor/Subcontractor shall ensure Employees are trained in asbestos awareness to identify ACM and PACM.
6. All asbestos abatement/removal work must follow all regulations of OSHA, the Environmental Protection Agency (EPA) or applicable state agency, and the applicable Air Quality Management District.
7. ACM products will be doubled bagged and disposed of as required by law.
8. The Contractor must review the project documents to ensure they are fully aware of the site conditions and their responsibilities while working around ACM.

Lead

In the event that lead based materials are present, Subcontractor shall ensure that the removal of Lead is properly and effectively carried out, the following recommendations are proposed:

1. All work which disturbs lead contaminated surfaces containing lead shall be performed in accordance with the Occupational Safety and Health Administration (OSHA), 29 CFR 1926.62 (Lead in Construction Standard) and US Environmental Protection Agency's (USEPA) 40 CFR 745 regulation. The Contractor shall be familiar with the OSHA and USEPA regulations and their requirements.

2. In addition, all waste generated as part of the project, regardless of the lead content, shall be tested in accordance with the United States Environmental Protection Agency (USEPA) Resource Conservation and Recovery Act to determine the classification of the waste.
3. All waste shall be contained, collected and properly disposed of. Removal contractor shall be trained and certified by the manufacturer of the removal system.
4. The Contractor shall provide all labor, equipment, tools and materials necessary to complete the Work. The Contractor shall provide all necessary worker safety equipment and material and environmental protection materials necessary to complete performance of the Work in accordance with all prevailing regulations. All workers and supervisors involved in lead removal activities shall possess the required certifications as outlined in 40 CFR 745.
5. The Work performed shall comply with all applicable federal, state and local laws, rules, codes and regulations.
6. The following methods of removal shall not be used:
 - a. Dry abrasive blasting
 - b. Uncontained hydro-blasting
 - c. Open flame
 - d. Chemical strippers containing methylene chloride
 - e. Any other method deemed inappropriate or unsafe by the Fund.
7. All work shall be accomplished in strict adherence to the project Specification and Drawings, applicable Federal, State, and Local Regulations. Whenever there is a conflict or overlap of the above references, the more stringent provision shall apply.
8. The Contractor shall be responsible for monitoring his own construction safety work practices for compliance with the OSHA regulations.
9. The Contractor shall provide the best available technology, and state-of-the-art procedures and methods of execution, clean-up, disposal, and safety. Removal methods shall be environmentally safe, and they shall be non-caustic unless otherwise approved in writing by the Owner.



Contract No.: «SL»
Phase: «udcontractphase»

ATTACHMENT G Accident/Incident Investigation Form

☐ INJURED EMPLOYEE ☐ WITNESS ☐ Morganti Supervisor

(To be completed by the injured employee and every employee working in the crew and with knowledge of events or circumstances involved in the accident.)

This information is being solicited from you so that the company can accurately assess the reported incident to prevent similar occurrences in the future. Describe only the facts for which you have personal knowledge – if you have no knowledge of the incident – write “no knowledge”.

You're Employer _____ Job No. _____ Project _____.

Name of Injured Employee _____.

Date of Accident _____ Time _____ AM – PM

Date of this Statement _____ Time _____ AM – PM

Time Shift Begins _____ Time Shift Ends _____.

Name of Employee/Witness _____ Phone No. _____.

Address _____ City _____.

State _____ Zip Code _____ Employed By _____.

Were you in the vicinity of the accident? _____ Did you see the accident? _____.

Describe the exact time and manner in which you learned of the accident. _____.

_____.

Name all employees working in your crew or employees with information concerning the accident.

_____.

_____.

Who gave you directions for the assigned work? _____.

Describe the directions you received and describe the assigned work.

_____.

_____.

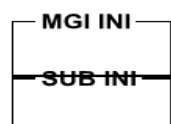
_____.

Describe requirements for equipment or personal protective equipment required for the job.

_____.

_____.

_____.





Contract No.: «SL»
Phase: «udcontractphase»

Was a safe work permit required? _____ Did you read the permit? _____ Where was the permit kept? _____ Were all provisions of the permit followed? _____
If no, explain _____.

Describe, in detail, the sequence of events leading up to the accident. _____.

Describe, in detail, what you saw with respect to the accident. _____.

Where you located and what were you doing? _____.

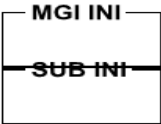
Do you have knowledge of any circumstances or conditions, existing before the accident that may shed light on the reported accident? _____.

If yes, explain. _____.

If equipment/scaffolding was involved in the accident – describe the equipment/scaffolding in detail. _____.

Were all guards in place and utilized? _____ If no, explain. _____.

Were any modifications made to the equipment/scaffolding? _____ If yes, explain. _____.





Contract No.: «SL»
Phase: «udcontractphase»

_____.

_____.

Who made the modifications?

_____.

_____.

Describe any circumstances at the worksite that may have contributed to the accident.

_____.

_____.

_____.

_____.

In your opinion, what was the cause of the accident.

_____.

_____.

_____.

_____.

_____.

Are you aware of any other information relating to this accident?_____If yes, explain.

_____.

_____.

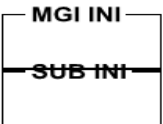
_____.

_____.

I certify that, to the best of my knowledge, all of the above information is complete, accurate, and factual. I acknowledge that the intentional falsification or altering of facts or making misleading statements can be grounds for disciplinary action.

Name:_____

Signature:_____



Contract No.: «SL»
Phase: «udcontractphase»

Date: _____

■

ATTACHMENT H
Site Logistics Emergency Evacuation Route to Assembly Point
Primary Evacuation Plan

Insert Evacuation Map Here

Attachment I EMERGENCY CONTACTS

«ProjectDescription»
«SL»

PBIA EMERGENCY PHONE NUMBERS

Project Superintendent	NAME	Cell Phone#
General Superintendent	NAME	Cell Phone#
Senior Project Manager	NAME	Cell Phone#
Assistant Project Manager	NAME	Cell Phone#
Assistant Project Manager	NAME	Cell Phone#
Morganti Main Office		Cell Phone#

EMERGENCY PHONE NUMBERS

Fire	911
Police	911
Florida Department of Health Emergency Line (SAIL)	1-800-342-3557
Poison Control Center	1-800-222-1222
Before You Dig	811
Florida DEP 24/7 Spill Notification	1-800-320-0519
National Spill Response 24/7	1-800-424-8802
OSHA 24/7 Fatality or Catastrophic	1-800-321-OSHA

PUBLIC UTILITY PHONE NUMBERS

«JobState» Water Department	Phone number
«JobState» Natural Gas Emergency	Phone number
«JobState» Electricity Emergency	Phone number

Attachment I (1)

Map & Directions to Emergency Medical Facility

Insert directions here

Attachment J

Job Hazard Analysis

<u>Project:</u>	<u>Completed By</u>	<u>Title</u>	<u>Analysis Date</u>	<u>Project</u>
<u>Superintendent</u>	<u>Position Analyzed</u>	☐ New ☐ Revised	<u>Date Approved</u>	<u>Approved By</u>

Definition: A job hazard analysis is a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools and the work environment. Ideally, after you identify uncontrolled hazards, you will take the steps to eliminate or reduce them to an acceptable level.

Describing a hazard in the way helps to ensure that your efforts to eliminate the hazard and implement hazard controls help target the most important contributors to the hazard. Acceptable hazard awareness scenarios described:

- Where it is happening (environment)
- Who or what it is happening to (exposure)
- What precipitates the hazard?
- The outcome that would occur should it happen (consequence)
- Any other contributing factors

Required Personal Protective Equipment: Hard hat, ANSI Z-87 rated safety spectacles (clear lenses are required inside buildings), face shields are required where hazard of flying objects (chemical splashes or radiant energy exists), work boots (hard-toe as needed), long trousers, and shirt with stitched collar and minimum of 4" sleeves.

Hand protection is mandatory - see OSHA 1910 Subpart 1 Appendix B (consult MSDS and equipment/tool operating instructions for recommendations, for examples). All workers must wear a Class II ANSI retro-reflective garment.

Equipment Required to Perform Work: Aerial equipment (i.e. articulating boom lifts, ladders, supported scaffold, scissor lifts), mobile equipment (e.g. delivery trucks) small hand and power tools (e.g. drills, saws, grinders, torches, powder actuated tools, putty knives, hammers and screw drivers), etc.

Training Requirements: Site Specific Safety Orientation, OSHA Construction 10-hour for all site workers, and other as determined by job-specific contractor. The contractor shall designate an appropriate number of Competent Persons for the activities to be performed on the captioned project - see designated form in "Contacts" section of Site Specific Safety Plan

Required permits and checklist include, confined space entry, crane and hoist use and lift plan (2 weeks prior to pick), excavation, hot work, lockout-tagout (LOTO), scaffold and steel erection checklist, guardrail or hole opening, roof access and off-shift work.

Job Hazard Analysis Form

Project: «ProjectDescription»

Date:

Trade:

Subcontractor: «FirmName»

Site Location: «JobShipAddress», «JobShipCity», «JobShipState» «JobShipZip»

General Safety:

All workers will have undergone the 10 hr. OSHA Safety Training, copies of certificates are provided to CM on site. All workers will be trained in proper lift techniques, safe usage of tools and equipment, ladders, scaffold, power lifts, etc. All workers will be wearing appropriate work clothing, hard hats, boots and gloves while working. Eye, face and hearing protection are to be utilized when necessary when working with tools.

ACTIVITY	POTENTIAL HAZARD	PROCEDURE FOR PROTECTION

Number of Employee on site _____

Certified by: «FirmName»

Supervisor's Name:

Signature

JHA ACKNOWLEDGEMENT SHEET

PRINT NAME

SIGNATURE & DATE

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

ATTACHMENT K

PROJECT NAME: «ProjectDescription»

As a representative of «FirmName».

I, _____(name), am authorized to receive and review the Site-Specific Safety Action Plan for the «ProjectDescription», «JobShipAddress», «JobShipCity», «JobShipState» «JobShipZip», «SL»

I have received, reviewed and understand the Site Specific Safety Action Plan for the above project and agree to abide by the rules and procedures as outlined, «FirmName» will also abide by all safety and work rules and regulations of Morganti and any duly authorized federal, state, local regulatory agency.

I agree to disseminate the rules and procedures contained in the Site Specific Safety Action Plan, and other agencies listed above, to all those employees performing work under the control of «FirmName».

By my signature, I acknowledge acceptance of the above, on behalf of «FirmName» as a condition of my contract. I understand that our failure to abide by the rules, regulations and Site Specific Safety Action Plan procedures of Morganti can lead to violation of my contract.

Print Name

Company

Date:_____