

EXHIBIT A
**SUPPLEMENTAL TERMS OF CONTRACT BETWEEN ICF-MEGEN, A Joint
Venture LLC., and SUBCONTRACTOR- AIA – A401**

DATE: 11/05/2022

This Exhibit A, attached to AIA-A401 between **ICF-MEGEN CONSTRUCTION, A Joint Venture LLC, 3401 Mallette Drive, Nashville, TN 37218** (Contractor) and **DoBro Steel Company, LLC 1090 A Old Highway 109N Gallatin, TN 37066** Subcontractor) (Contractor and Subcontractor shall be collectively referred to herein from time to time as the Parties), is entered into by and between the Parties with the understanding that it is incorporated into AIA-A401 as if fully rewritten therein as supplemental terms to and forms a part of the contract between the Parties for the work at **North Nashville Transit Center, 2521 Clarksville Pike, Nashville , TN 37208** (Project).

1. PAID WHEN PAID. Notwithstanding the terms of AIA-A401, Contractor's receipt from General Contractor/Owner shall be a condition precedent to Contractor's liability to Subcontractor for progress or final payment for any materials supplied and/or work performed by Subcontractor under the terms of AIA-A401. If General Contractor/Owner has not paid Contractor, Subcontractor agrees that Contractor shall not be liable or indebted to Subcontractor on account of such materials supplied and/or work performed. Subcontractor accepts the risk that it will not be paid for materials supplied and/or work performed by Subcontractor in the event the General Contractor/Owner does not pay the Contractor for such materials supplied and/or work performed, and Subcontractor states that it relies primarily for payment of materials supplied and/or work performed on the credit of the General Contractor/Owner, and not Contractor. If Subcontractor is not paid by the end of the month following the month of a draw based on an appropriate pay application, upon written notice, Subcontractor may vacate the Project **TEN (10) WORKING DAYS** after the date notice is received by Contractor.

2. AFFIDAVIT, WAIVER AND RELEASE OF LIEN FROM SUBCONTRACTOR'S CONTRACTORS, MATERIALMEN AND/OR SUPPLIERS AS CONDITION PRECEDENT TO PAYMENT BY CONTRACTOR TO SUBCONTRACTOR. At the time Subcontractor submits a pay application to Contractor, and as a condition precedent to Contractor's liability to Subcontractor for progress or final payment, Subcontractor shall provide to Contractor fully executed affidavits, waivers and releases of liens from each and every contractor, materialman and/or supplier to Subcontractor who may have provided any goods, materials, supplies, equipment, labor and/or services at any time from the commencement of Subcontractor's work on the Project through the date of submission of the pay application for any materials supplied and/or work performed by, through or under Subcontractor pursuant to AIA-A401. If Subcontractor does not provide the required affidavits, waivers and releases of liens, then Contractor shall not be obligated to make payment directly to Subcontractor, but may withhold payment until such time as Contractor receives written confirmation of payment and/or an executed affidavit, waiver and release of lien from each of the contractors, materialmen and/or suppliers to Subcontractor who may have provided any goods, materials, supplies, equipment, labor and/or services at any time from the commencement of Subcontractor's work on the Project through the date of submission of the pay application.

3. DISPUTE RESOLUTION PROCESS. The three-step process for resolving claims and/or disputes between Contractor and Subcontractor with respect to AIA-A401 requires

EXHIBIT A
**SUPPLEMENTAL TERMS OF CONTRACT BETWEEN ICF-MEGEN, A Joint
Venture LLC., and SUBCONTRACTOR- AIA – A401**

DATE: 11/05/2022

(1) DIRECT DISCUSSIONS, (2) MEDIATION, and (3) BINDING ARBITRATION, in that order.

4. INSPECTION PRIOR TO COMMENCEMENT OF WORK. Before proceeding with its work pursuant to AIA-A401, Subcontractor shall inspect all surfaces and preparatory work done by others, on which the Subcontractor's work is to be installed, and in the event any condition is found that will prevent the Subcontractor from completing its work satisfactorily and in accordance with plans and specifications, and AIA-A401, Subcontractor is to notify the Contractor in writing before proceeding with Subcontractor's work. If the Subcontractor proceeds without giving this written notice, this shall constitute acceptance by the Subcontractor of any surfaces and preparatory work done by others.

5. SUBCONTRACTOR WARRANTY. *The warranty period is defined as a period of one (1) year beginning on the date of NDOT approval. Subcontractor expressly agrees that, to the extent this warranty period language conflicts with the language found in the AIA-A401 and Prime Agreement between the Owner and Contractor, this language shall prevail.*

6.

7. JOINT CHECKS. Contractor reserves the right to issue joint checks to Subcontractor and its material suppliers, sub-subcontractors, employees, equipment suppliers, and any other such person or entity, if, in Contractor's sole judgment, it is necessary to do so to insure payment to the aforesaid parties or, if any of the aforesaid parties have filed a notice with the General Contractor/Owner, claim of lien, or any other such documentation.

8. SETOFF AND RECOUPMENT. Payment for the goods, work, and/or service to be performed under AIA-A401 shall be subject to setoff or recoupment for any present and/or future claims, which Contractor may have against Subcontractor.

9. SUB-SUBCONTRACTS AND MATERIAL SUPPLIERS. Subcontractor agrees to incorporate into any sub-subcontracts and/or purchase orders/agreements Subcontractor has with any other party in connection with the work to be performed by Subcontractor pursuant to AIA-A401 all provisions of this Exhibit A. Furthermore, Subcontractor agrees to incorporate by reference a provision in said sub-subcontract agreements providing that Contractor is an intended third party beneficiary of the same and has standing to enforce such agreements.

10. CONTRACTOR EXPRESSLY DENIES ASSUMPTION OF RISK OF OWNER PAYMENT. Contractor and Subcontractor agree that each expressly rescinds and waives any rights or claims that would obligate Contractor to perform under AIA-A401 as if

EXHIBIT A
**SUPPLEMENTAL TERMS OF CONTRACT BETWEEN ICF-MEGEN, A Joint
Venture LLC., and SUBCONTRACTOR- AIA – A401**

DATE: 11/05/2022

Contractor were the owner for purposes of payment to Subcontractor.

11. NO FORMAL NOTICE OF DEFICIENCY IS REQUIRED. Notice to the Subcontractor for purposes of curing deficiency/deficiencies may come from Contractor, either directly or indirectly, in the form of written communications from the Owner, the General Contractor and/or Contractor, and any such notice will be sufficient to put Subcontractor on notice that there is a deficiency (and/or deficiencies) in the work and that such deficiency/deficiencies must be cured within 3 days of notice. Failure to cure the deficiency/deficiencies after receipt by Subcontractor of the first notice shall constitute a second three (3) day notice of deficiency/deficiencies and, thereafter, failure to cure the deficiency/deficiencies arising from the second notice shall constitute grounds for default and termination of this subcontract by Contractor.

12. ADJUSTMENTS IN PRICE/CHANGE ORDERS. Any adjustment in the contract price or schedule of work shall be set forth in a change order properly executed between Subcontractor and Contractor. Before a change order will be issued, Subcontractor shall submit to the Contractor a Proposed Change Order setting forth the costs and explanation for costs. In the event Subcontractor has not obtained a written change order from Contractor prior to the performance of any additional work not specified in the original terms and conditions of the subcontract, Contractor shall be under no obligation to compensate Subcontractor for such additional work.

13. TIME IS OF THE ESSENCE. It is expressly agreed that time is of the essence in this subcontract and that the payment of the consideration herein expressed is executory and conditioned upon completion of Subcontractor's obligations under this subcontract and the satisfactory performance of all work described in AIA-A401.

14. CONTRACTOR'S RIGHT TO WITHHOLD PAYMENT. If at any time there shall be evidence of any liens or claims for which Contractor or its surety may become liable and which are chargeable to Subcontractor, then Contractor shall have the right to retain out of any payment due or to become due to Subcontractor an amount sufficient to indemnify itself, its surety, and the General Contractor/Owner against any such liens or claims. Contractor may, from time to time, require as a condition precedent to payment, reasonable documentary evidence demonstrating that Subcontractor has fully paid for the materials furnished and/or equipment used on the Project. As a condition of payment, Subcontractor may be required to provide conditional, partial, and or final release of liens applicable under Tennessee law.

15. PROGRESS PAYMENT-NONWAIVER OF CONTRACTOR RIGHTS. The making of progress or final payment by Contractor shall not be acceptance of improper, non-conforming or defective work or materials, shall not release Subcontractor of any of its obligations under this subcontract and shall not constitute a waiver of any rights or remedies by

EXHIBIT A
**SUPPLEMENTAL TERMS OF CONTRACT BETWEEN ICF-MEGEN, A Joint
Venture LLC., and SUBCONTRACTOR- AIA – A401**

DATE: 11/05/2022

Contractor. Contractor also reserves the right, but shall not be obligated, to issue a joint check to Subcontractor and any material supplier who may make any claims against Contractor, its surety, or the General Contractor/Owner.

16. PROJECT DELAY. Should Subcontractor in any way cause delay to the Project, or otherwise fail to perform its obligations hereunder and in a timely manner, Contractor shall have the right to deduct any and all damages caused thereby from any amount that may be or become due and owing from Contractor to Subcontractor. In addition, Contractor shall have the right to declare this subcontract to be breached by the Subcontractor by Seventy-Two (72) hours written notice and the option to renegotiate and re-execute a contract for the supplying of the materials, goods and/or services described herein.

17. JURISDICTION AND VENUE. In the event of a lawsuit between Contractor and Subcontractor, the venue of such lawsuit shall be **Davison County, Tennessee**, and the Subcontractor hereby waives for itself, or those with whom he deals with respect to this subcontract, whatever rights it may have in the selection of venue and also expressly submits to the jurisdiction of this court in **Davison County, Tennessee**.

18. SUPERIORITY OF CONTRACT LANGUAGE. Subcontractor expressly agrees that, to the extent this language conflicts with the language found in AIA-A401, the language in this Exhibit A shall prevail.

19. RETAINAGE. Subcontractor expressly agrees that a retainer will be held in the amount of zero percent (**0%**) of the total amount of this subcontract.

DOBRO STEEL COMPANY, LLC

By: _____
Print Name

Signature

Its: _____
Title

Date: _____

ICF-MEGEN CONSTRUCTION, A JOINT VENTURE LLC

By: _____
Print Name

Signature

Its: _____
Title

Date: _____

Exhibit B
Subcontractor's Proposal

DOBRO STEEL COMPANY, LLC

P.O. Box 746
Gallatin, TN 37066
Ph. 615-989-1128

1090 A Old Highway 109N
Gallatin, TN 37066
Fax 615-989-1129



July 22, 2022

**RE: North Nashville Transit Center
Nashville, TN**

We have prepared a price on the above referenced project as follows:

Drawings reviewed:

Civil: C1.0, C2.0, C3.0, C3.1, C3.2, C3.3, C4.0, C5.0, C5.1, C5.2, C5.3, C5.4, C6.0, C6.1, C6.2, C7.0, C7.1, C8.0, C8.1, C8.2, C8.3 **dated 05/27/2022**

Architectural: A001, A101, A101a, A102, A200, A201, A202, A220, A225, A226, A230, A240, A241, A242, A300, A320, A321, A400, A410, A411, A412, A413, A414, A430, A450, A460, A470, A471a, A471b, A472a, A472b, A473a, A473b, A474, A475, A476, A477, A478, A479, A600, A700, A701, A702, A710, A711, A712, A713, A714 **dated 05/20/2022**

Structural: S000, S001, S002, S003, S004, S010, S100, S101, S200, S201, S300, S400, S401, S402, S500 **dated 05/20/2022**

Addendum reviewed: #11

- Approximately 142.6 tons structural & misc. steel
- Approximately 89.0 squares of 1.5B 20GA G90 Finish
- Approximately 26.0 squares of 3NL-32 20GA G90 Finish

**RE: North Nashville Transit Center
Nashville, TN**

Inclusions:

- 4 tons Allowance of structural steel – **S001**
- Columns – **S100**
- Beams – **S101**
- Moment connections
- Deck support edge angle – **S400**
- Roof opening steel angle frames – **13/S004**
- (5) On site bus canopies steel framing – **S200**
- (2) On street bus canopies steel framing – **S201**
- Loose lintels – **GALV. – 13/S003**
- 2-line std. steel handrails at concrete stairs – **Approx. 50 LF**
- 1-line std. steel intermediate handrails at concrete stairs – **Approx. 12 LF**
- Dumpster gate steel frame – **6/C8.3**
- (15) 6” steel pipe bollards - **6/C8.1**
- Anchor & connection bolts for steel supplied
- Base, cap, bearing, stiffener, & gusset plates where required
- All material is shop primed only u. n. o.

**RE: North Nashville Transit Center
Nashville, TN**

Standard Exclusions:

- Toilet partition supports
- Precast embeds
- Roof or floor opening frames for openings not shown on Structural or Architectural plans
- Metal deck accessories (flexible closure strips, cant strips, piercing hanger tabs, sump pans, rubber closures, trim, etc.)
- Coordination of primers & topcoats
- Bituminous coating
- Cold-formed metal framing
- Field measurements/verifications of field dimensions
- Miscellaneous anchors (wood to wood, wood to steel, wood to concrete)
- Responsibility for storage and weathering of steel after delivery to jobsite
- Masonry anchors and dowels
- Rough hardware
- Items in mechanical, electrical, and plumbing drawings
- Grout
- Cast iron grates and frames
- Prefab expansion joints and covers
- Cost for independent testing agency
- Touch up paint or painting
- Expansion joint covers
- Metal stair nosing
- Roof mounted metal fixed roof fall protection anchors
- Safety cables & posts
- Brass, bronze, stainless steel, and aluminum unless specifically noted
- Any demolition work
- Surveying (or setting elevations for anchor bolt leveling nuts)
- Bond
- Sandblasting and finish painting
- Allowances
- Powder coating
- Erection exclusions (bollards, wall rails, embeds, dumpster post, loose lintels, anchor bolt)
- AISC certified erector
- Installing deck on light gage framing

**RE: North Nashville Transit Center
Nashville, TN**

Job Specific Exclusions:

- Prefinished aluminum and tempered laminated glass windscreen .
- Prefinished metal components

TOTAL BASE PRICE

Material, Sales Tax, & Erection **~~\$ 1,473,379.00~~**

ADD FOR ALTERNATE #1 **~~\$ 12,768.00~~**

DEDUCT FOR ALTERNATE #2 **~~\$ 170,571.00~~**

BREAKOUTS

#1 – ON STREET BUS PLATFORMS	\$ 287,444.00
#2 – ON SITE BUS PLATFORMS	\$ 466,168.00
#3 – ALL ELECTRICAL AND LOW VOLTAGE	N/A
#4 – ON SITE (Dumpster, Bollards & Rails)	\$ 33,278.00
#8 – TRANSIT CENTER STEEL STRUCTURE	\$ 686,489.00

Qualification:

Due to raw material price increasing, the final price will need to be negotiated after approved shop drawings and time of purchase. The Price is good for 15 days.

Donnie Till
Chief Manager
Email: donnie@dobrosteel.com

Exhibit C

Schedule:

The project
schedule is
posted in
Procore.

EXHIBIT D

Accounting Procedures

Project Name: North Nashville Transit Center, 2521 Clarksville Pike, Nashville, TN. 37208

Enclosed is a list of the Accounting Procedures, forms, and instructions on how to use them and when they are due, which will help in your accounting process:

1. Payment Procedures
2. AIA G702 and G703
3. Waiver and Lien Release
4. Final Waiver of Lien and Claim – to be submitted at time of final payment

Not submitting all of the information required might cause your application to be omitted from the billing period, which will result in delaying payment to you. Change orders cannot be billed until approved. ICF-MEGEN CONSTRUCTION, A Joint Venture LLC reserves the right to modify pay applications to exclude change orders pending approval.

Please complete and return a signed copy of this form to the main office address shown below, also include the person's name that we are to contact concerning accounting matters:

**Roger Ligon Jr. and
Mark Campbell
ICF-MEGEN CONSTRUCTION, A Joint Venture LLC
3401 John Mallette Dr.
Nashville, TN 37218**

If you have any questions regarding these procedures or need additional information please do not hesitate to call (615) 883-6370 or email me Roger Ligon Jr. @rligonjr@icfbuilderinc.com for assistance.

Very Truly Yours,

ICF-MEGEN CONSTRUCTION, A Joint Venture LLC, A Joint Venture Drive,

TBD
Accounting Assistant

Received By: _____ Date: _____

Subcontractor's Company Name: _____

Accounting Contact: _____ Phone: _____ Fax: _____

Email: _____

PAYMENT PROCEDURES

The following is for your review and use as information regarding the procedures for starting work onsite and for payment.

	ITEM	DUE DATE	NO. OF COPIES	DELIVERY
1	<p>Insurance Certificates – listing ICF-MEGEN CONSTRUCTION, A Joint Venture LLC, as additional insureds on a primary basis on the commercial liability insurance for on going and completed work per ISO form CG 20 10 11 85 (or on a substitute form providing equivalent coverage).</p> <p>Waiver of Subrogation: Subcontractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of Contractor and Owner with respect to losses arising out of or in connection with the work.</p> <p>Please see Exhibit “F” for more detailed information.</p>	Prior to work onsite	Original	Mail/email to main office
2	Workers' Compensation Certificate	Prior to work onsite	Original	Mail/email to main office
3	Bid Bond/Performance Bond	Prior to any Payments	Original	Mail to main office
4	Schedule of Values	Submit for approval	Original	Email to Project Manager
5	Application for Payment submitted on AIA Document G702 and AIA Document G703 Continuation Sheet for Contract work in place. Billing for stored materials will vary; please contact Project Manager first.	Monthly – pencil copy due 1st of month with original due by 5th	(1)Originals	Pencil copy emailed to Project Manager for approval. Original invoice to be mailed to main office.
6	Retainage 0%.			
7	Affidavit of Original or Subcontractor Form 44, for Contract work. All sub-tier contractors and material suppliers must be listed.	Monthly – with payment application	Original	Mail to main office
8	Lien Waivers required with the receipt of each payment from ICF-MEGEN CONSTRUCTION, A Joint Venture LLC, A-Joint Venture.	Immediately upon receipt of payment - monthly	Original	Mail to main office
9	Lien Waivers for all sub-tier contractors and material suppliers must be provided monthly for the previous pay application, before next payment will be issued.	Monthly – with payment application	Original	Mail to main office

10	Change Orders to be billed only after receipt of executed Change Order	When applicable, monthly – with payment application	Original	Email to Project Manager
11	Time and Material work to be submitted as a Request for Change Order with copies of signed time tickets and not to be billed until receipt of executed Change Order	When applicable, monthly – with payment application	Original	Submit change order request to Project Manager.
12	Prior to Final Payment and executed final, Financial Reconciliation must be returned to our office. (Form to be provided).	Before Final Payment is made	Original	Email to Project Manager.
13	All certified payrolls must be turned in with your monthly pay application.	N/A	N/A	N/A

EXHIBIT - E

NORTH NASHVILLE
TRANSIT CENTER

HEALTH, SAFETY & ENVIROMENTAL
SITE SPECIFIC SAFETY PLAN

Table of Contents:

Safety Approach..... 4

Safety Training and Orientation 5

Trade Partner Safety Submittals 6

Section 1: General Information 7

Section 2: Emergency Communication..... 7

Section 3: On-Site Contacts 7

Section 4: Scope of Work 7

Section 5: Site Environment 8

Section 6: Traffic Control and Protection of the Public..... 11

Section 7: Site Security..... 11

Section 8: General Health and Safety..... 11

Section 9: Fire Protection and Prevention 16

Section 10: Environmental/Material Hazards and Mole Controls..... 16

Section 11: Aerial and Scissor Lifts..... 18

Section 12: Masonry 20

Section 13: Required Signage and Postings 20

Section 14: Lock Out Tag Out Procedures 20

Section 15: Permitted Confined Space Entry 21

Section 16: Respirators 21

Section 17: Forklifts and Powered Industrial Trucks..... 22

Section 18: Hot Work Procedures and Permits..... 23

Section 19: Hearing Protection..... 24

Section 20: Hand and Arm Protection 24

Section 21: Training Requirements 26



Appendix A Trade Partner Startup Checklist28

Appendix B Competent Person Form29

Appendix C Commitment and Acknowledgment Agreement.....30

Appendix D Orientation Summary and Acknowledgment31

Appendix E Injury Kit for Trade Partners Employees32



SAFETY APPROACH

ICF-MEGEN CONSTRUCTION, A Joint Venture LLC, a joint venture manager will assume roles as a resource to problem solve safety challenges on the project. The goal will be accomplished by creating a culture of open communication between the Trade Partners (commonly called Subcontractors) and ICF-MEGEN CONSTRUCTION, A Joint Venture LLC.

A common mistake Builders make is to have an *“us against them”* attitude toward their trades and subcontractors. We have chosen to use the term, “Trade Partner” instead of subcontractor to create a culture of cooperation and teamwork. In other words, it’s all about the Builder-Trade partnership. Our approach is to work as a team to train and coach workers on identifying hazards and understanding the means and methods to eliminate the hazards or mitigate the impact by administrative and engineering controls, best practices, and/or personal protection equipment.

The Trade Partner (Subcontractor), if it’s an industrious company, has knowledge about safety hazards, accident prevention, OSHA standards, product improvements, quality control, cost reduction solutions and waste elimination opportunities. A partnership is the understanding of each party’s value-added contribution. Value really begins with the ICF-MEGEN CONSTRUCTION JV seeing the subcontractor as a partner in safety awareness, hazard identification, training and coaching workers, safety inspections and observations, compliance and corrective measures, incident investigations, and disciplinary actions. Trade Partners (Subcontractors) and their employees will be encouraged and expected to ask for help from the management team.

ICF-MEGEN CONSTRUCTION JV selects only those contractors who can demonstrate and are dedicated to holding Safety as a core value. Trade Partners will comply with all regulations set forth by OSHA, ANSI and NIOSH. Trade Partners must also adhere to ICF-MEGEN CONSTRUCTION JV’s policies.

At ICF-MEGEN CONSTRUCTION JV safety is at the forefront of everything we do. Proper planning of a Construction Project is critical to its successful completion and safety is no exception.



Safety Training and Orientation

Once the Trade Partner submits (on their company letterhead) the names of employees that are included in the Drug Free Workplace Program, and have completed the required Safety training, only then are they allowed to enter the construction area to begin work. Individuals that successfully complete these items receive a site-specific Safety Sticker with a number identifying them in our database.

ICF-MEGEN CONSTRUCTION JV philosophy is that Safety is a Team effort, and everyone's eyes and observations are important and critical to achieving success. Every person on the site has the authority and responsibility to Stop Any Unsafe Act or Condition. Every ICF-MEGEN CONSTRUCTION JV team member is responsible for addressing a non-compliant observation and They are expected to follow through with the affected individuals and correct the issue as an "immediate" priority, not later! Identifying issues that may need to be addressed or individuals that lack the safety training or culture can improve our overall safety by focusing our efforts on these issues.

We should not expect that every minor safety issue be documented, and the full write-up policy implemented for each instance. Issues that are considered minor in nature should be handled as a teaching/coaching moment to improve the overall safety culture of the organization. However, it is expected that ALL safety issues likely to result in serious injury or death be addressed immediately and that this procedure is fully adhered to.

It is our strong belief that if an individual knowingly violates safety requirements, they are demonstrating their disregard for their safety and wellbeing and in-turn will not be concerned with the safety and wellbeing of any co-workers on the project. The Site Team will manage and take a progressive approach to implementing our Disciplinary Program, which allows for a "Three Strikes" warning system. Violations of "Zero Tolerance" items (i.e., Harassment, LOTO Violations, Fall Protection Violations, and Confined Space Violations.) will result in suspended for 3 days and/or removed from the project, for their safety and the safety of all those on the site.



Trade Partners Safety Submittals

Documentation must be given prior to orientation.

- Provide ICF-MEGEN CONSTRUCTION JV a copy of its job specific project safety plan for the Project prior to starting work on-site. In addition, All Trade Partners shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of Tennessee Occupational Safety and Health Administration (TOSHA).
- Provide to ICF-MEGEN CONSTRUCTION JV the signed – Subcontractor Site Specific Safety Plan Commitment and Acknowledgement Agreement. All Trade Partners are responsible for the compliance of their lower-tier contractors.
- Provide to ICF-MEGEN CONSTRUCTION JV the list of the on-site Competent Person(s) that will be working on the project.
- Provide to ICF-MEGEN CONSTRUCTION JV a list of all first aid/CPR trained employees on the Project, including expiration dates, and update when requested.
- Provide to ICF-MEGEN CONSTRUCTION JV all training documentation as required by OSHA for worker(s) performing tasks that require documented training. (e.g., qualified rigger, qualified signalman, crane operator, aerial work platform operator, forklift operator, dirt moving equipment operator, scaffold erector/dismantler, scaffold user, powder actuated tool operator, laser equipment operator, mobile scaffold operator, fire extinguisher training, confined space supervisor, confined space entrant, confined space attendant, respirator user, trenching/excavation, etc.)
- Submit to ICF-MEGEN CONSTRUCTION JV and update as required, Trade Partner’s Hazard Communication Program, Safety Data Sheets (SDS) and chemical inventory list for the Project.
- Designate a responsible member of the organization at the site whose duty shall include prevention of accidents. This person shall be the Trade Partner’s superintendent (or the highest-ranking on-site supervisor) unless otherwise designated by the Trade Partner in writing to ICF-MEGEN CONSTRUCTION JV. This designated person is responsible for ensuring that the General Safety and Health Provisions are being followed. This person shall have the responsibility and authority to promptly correct deficiencies as they occur, including stopping the Trade Partner’s work and/or expending funds to correct dangerous situations.
- Shall perform a weekly job site safety inspection, a copy of which must be provided to ICF-MEGEN CONSTRUCTION JV on a weekly basis.



- Provide name of competent person for powdered actuated tools.
- Assign Superintendents and Forman who will receive hard hat sticker.

1) General Information

Client: North Nashville Transit Center Location:
 2521 Clarksville Pike
 Nashville, TN 37208

2) Emergency Communication:

In the event of any medical emergency contact 911 immediately. In the event of safety/security issues contact Brandon Mason and he will contact the appropriate authorities.

3) On-Site Contacts:

Primary Contact: Mark Campbell Project Manager (513) 616-1418

Secondary Contact: Roger Ligon Jr. Project Superintendent (615) 207-3943

4) Scopes of Work:

	Type of Work		Type of Work
N	Blasting	N	EIFS
N	Demolition	N	Mass excavation
N	Steel Erection	Y	Fire Protection Systems
N	Asbestos or Lead Abatement	N	Tunneling or boring
Y	Flatwork (Concrete)	N	Elevated horizontal concrete
Y	Mechanical	Y	Electrical
Y	Plumbing	N	Roofing
Y	Masonry	Y	Metal Stud Framing
Y	Confined Space	N	Tilt Wall/Precast

A. List any unusual or hazardous tasks or operations:

- High vehicular and pedestrian traffic.
- LOTO & Hot Work
- High Voltage Electrical
- General Work in Congested Areas

5) Site Environment

- A) Are the existing utilities on the project located and marked?
- a. Water: Yes
 - b. Electric: Yes
 - c. Gas: Yes
 - d. Sewer: Yes
- B) Local One Call Phone Number: 811
- C) Describe adjacent structures, businesses, residential areas, and major roads and highways.
- a. Multi-story apartment building with offices ground level.
 - c. Residential Units
 - d. Funeral Home
- D) Video Survey completed of surrounding structures, roads and parking lots:
Date completed: Prior to Mobilization
- E) Anticipated office location and employee parking:
- a. Office located Back of House
 - b. No on-site parking
- F) Has site specific Emergency Action Plan been developed, and supervision trained? EAP has been developed. Training is on-going as new staff and Trade Partners join the construction team.
- G) General Site Use Requirements:
- a. Parking and staging are limited and subsequently, a need to utilize offsite facilities is necessary. All parking and/or staging will require prior approval by ICF-MEGEN CONSTRUCTION JV.
 - b. "Horseplay" is not permitted on our job site.
 - c. Intoxicants (alcohol & drugs) are not permitted on our job site and offenders will be dismissed from the job site immediately.
 - d. Only authorized persons are allowed in the work area.
 - e. No cell phones except for official business or emergency calls
 - f. No radios, CD's, tape players, headphones or similar devices will be allowed in the work area.
 - g. Two-way radios are allowed, but ICF-MEGEN CONSTRUCTION JV, must approve frequency as Owner's equipment may be affected.

- h. No glass containers of any type will be permitted on site.
- i. ICF-MEGEN CONSTRUCTION JV, a joint venture has a “Zero Tolerance” for weapons of any type on our projects. Firearms or weapons of any type including licensed or permitted concealed weapons will not be allowed. Violators of this policy are subject to removal from the project.
- j. Smoking is allowed only in the designated smoking area.

H) Housekeeping and Management of Waste Materials:

- a. Trade Contractors are responsible for maintaining proper housekeeping controls for construction debris, waste materials and rubbish arising from their operations, and will cleanup and remove all such items from the project site daily.
- b. As part of the completion of their work and as a condition of final payment, Trade Partners will perform a final cleaning to remove all stains, splatter and dirt from their work and remove any remaining items from their operations from the project site.
- c. If a Trade Partner fails within 24 hours of ICF-MEGEN CONSTRUCTION JV’s written notice (or shorter time if necessary) to correct a failure to properly clean-up and remove any construction debris, waste materials or rubbish arising from their operations, ICF-MEGEN CONSTRUCTION JV may do so by the most expeditious means available and back charge the Trade Partner for the costs incurred.
- d. The ICF-MEGEN CONSTRUCTION JV project team is responsible to implement a system to monitor and enforce cleanup.
 - a. Plans must be made to remove rubbish from the building, particularly from the basement and elevated floor levels. It is common to arrange for trash chutes and buggies (through a Trade Partner) that serve as the primary means of trash removal from upper floor and roof levels.
 - b. Establish a break/lunchroom outside of the construction site and mandate that all trades use it for meals and breaks.
 - c. Cleanup labor services are also commonly utilized to provide supplemental housekeeping, cleanup, and/or maintenance of barricades, temporary protection, etc. as necessary.
- e. Trade Partner further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the



ICF + Megen Construction, A Joint Venture

premises and will not conduct any activities on the premises, which would require a hazardous waste treatment, storage or disposal permit.

- I) Clean Build Strategy: ICF-MEGEN CONSTRUCTION JV has developed a clean build protocol to ensure compliance with the requirements of the Exhibitors.
- a. Our clean-build protocol for the NNTC will include a comprehensive written plan that will define the levels of protection and cleaning/housekeeping required based on the type of construction activities being performed, the duration of these activities and the surrounding environment.
 - b. The clean-build requirements will be incorporated into the Terms and Conditions of the subcontract agreements.
 - c. We will perform clean-build training to ensure workers are fully aware and operating within the established protocols.
 - d. Provide egress paths to and from the clean zone that minimize the chance of contamination.
 - e. Provide barriers and controls to minimize or mitigate the transference of material between a “dirty zone” to a “clean zone” (i.e. poly walls or hard walls, tack mats at access points, turn off or isolate HVAC systems, seal inactive ductwork, induce negative air, dehumidification, etc.).
 - f. Restrict workers from bringing in foreign material to the area (i.e. food, gum, general trash, materials not assigned to be installed, dirty tools and equipment, etc.).
 - g. Wear the proper attire and follow proper hygiene guidelines.
 - h. Perform a proper level of cleaning as required for the space’s clean requirements (i.e. HEPA vacuums, wipe downs, HVAC filter changes, etc.).
 - i. Follow a comprehensive quality assurance inspection program to allow for verification that the established protocols are being followed (i.e. wall closure inspections, ductwork inspections, moisture monitoring, material inspections).
- J) All work performed on site must meet TOSHA, ANSI, and NFPA regulations.



ICF + Megen Construction, A Joint Venture

6) Traffic Control and Protection of the Public

- A) Are any road closures or special traffic control measures anticipated?
 - a. Permit from the City of Nashville is required.
- B) Will any sidewalks be closed?
 - a. Yes
- C) List potential General Public exposures to construction operations during and after working hours.
 - a. There will be some utility work in the roadway.
- D) Will covered walkways or other protection measures need to be installed?
 - a. Possible

7) Site Security

- A) Fencing and gate type locations:
 - a. Yes
- B) Will security alarm and/or security services be used? No
- C) Will additional site lighting need to be added?
 - a. No

8) General Health and Safety

- A) How many temporary toilets will be needed?
 - a. 1 toilet for every 15 workers on site will be locate in our construction area.
- B) Who will provide drinking water?
 - a. Trade Partners
- C) Methods to protect floor and wall openings, shafts, stairs and other openings.
 - a. Wood (2x material) Guard Rails and Plywood Hole Covers.
 - b. Temporary floor coverings will be identified with fluorescent paint.
- D) Methods to protect from fall hazards:
 - a. Trade Partner must provide full fall protection at exposed falls of 6 foot or greater.
 - b. The full body harness, lanyards and connection points shall be as provided under Federal, State, and/or Local



ICF + Megen Construction, A Joint Venture

safety related laws or regulations. The lanyard(s) shall be securely attached to the employee’s harness and appropriate connection point 100% of the time while the exposure exists.

- c. The Trade Partner will provide safety rails as required to maintain safety.
- d. Trade Partner shall be responsible for replacement of safety rails that are removed or damaged in connection with his work.

E) Ladders:

- a. Only platform or podium ladders are permissible
- b. Ladders should be inspected by a competent person prior to use. Damaged ladders shall be removed from service.
- c. Rungs should be kept clean to prevent slips.
- d. Manufactured ladders must conform to the following:

Table L: Manufactured Ladder Specification Requirements

Ladder Type	Duty Rating	Description
Type 1AA	375 lbs.	Extra Heavy-Duty Industrial Ladder
Type 1A	300 lbs.	Heavy-Duty Industrial Ladder

- e. Side rails must extend at least 36 inches above the landing surface and the ladder must be secured.
- f. Ladders must be placed on a substantial base with clear access at the top and bottom.
- g. Ladders should be pitched at 1 foot out from the support structure for every 4 feet of ladder height.
- h. Workers must face the ladder and maintain three points of contact when climbing.
- i. A hand line must be available at each access ladder to hoist tools or materials.
- j. Ladders should not be placed in front of doors unless the door is locked or blocked.
- k. When utilizing a ladder near an interior or exterior opening, personal fall protection must be utilized when the distance is less than or equal to 1.5 times the height of the ladder.
- l. Guardrails protecting ladder landings shall be provided with a gate or offset so that a person cannot walk directly into the ladder way opening.
- m. Aluminum ladders are prohibited

F) Any special scaffold requirements?

- a. N/A. If needed, this plan will be updated.
- G) What type of scaffolds will be used?
- a. Masonry and mobile
- H) Overhead protection at building entrances?
- a. Yes, as required, for jobsite personnel.
- I) Special work permits required?
- a. Hot Work: Yes.
 - b. Lock out tag out or shutdown procedure: Yes.
 - c. Confined Space: Yes.
 - d. Road Closure: Yes
- J) Personal Protective Equipment:
- a. All individuals entering the job site are required to wear hard hats, safety glasses, and gloves. 100 % High Visibility Safety Vest / Clothing must always be worn by EVERYONE in the working area. This includes interior as well as exterior working areas.
 - b. Trade Partner is responsible for providing all personal protective devices for its employees, i.e., hard hats, safety harnesses, lanyards, ear plugs, face shields, respirators, safety glasses, high visibility vest/shirts, etc.
 - c. All Trade Partners shall have company logos/names on hard hats for identification purposes. 100 %HARD HATS must always be worn by EVERYONE in the working area. All workers that visit the site must check in at the ICF-MEGEN CONSTRUCTION JV office and sign it.
 - d. ♦ 100 % Hand Protection: Trade Partners are required to wear the appropriate hand protection work glove when performing any work task.
 - e. 100% Eye Protection. All Trade Partners and tier Trade Partners, visitor, vendors and employees who enter the project are required to wear safety glasses meeting ANSI Z87-1989 standard.
 - i. Employees whose vision requires the use of corrective lenses and who are required to wear eye protection shall be protected by goggles or spectacles of one of the following types:

- ii. Spectacles with ANSI Z87-1989 approved corrective lenses.
- iii. Goggles that can be worn over corrective lenses.
- iv. Goggles with corrective lenses mounted behind the protective lenses.
- f. Additional eye and face protective devices will be used when:
 - i. Welding, burning, or cutting with torches
 - ii. Using abrasive wheels, grinders, or files
 - iii. Chipping concrete, stone or metal
 - iv. Working with any material subject to scaling, flaking, or chipping
 - v. Drilling or working under dusty conditions
 - vi. Sand or water blasting
 - vii. Waterproofing
 - viii. Using explosive actuated fastening or nailing tools
 - ix. Working with compressed air or other gases
 - x. Working with chemicals or other hazardous materials
 - xi. Using chop saw, chain saw, machine saws or other similar equipment
 - xii. Working near any of the operations listed above
- g. Everyone must wear SHIRTS, LONG PANTS, AND WORK BOOTS OR WORK SHOES. NO TANK TOPS, CUT OFFS, TENNIS SHOES, ETC.

K) Methods to protect fire hazards:

- a. All flammable liquids must be in approved safety containers.
- b. No smoking (only in designated posted areas) and strict adherence to all posted signage is mandatory.
- c. Know where job fire extinguishers are and how to use them. Trade Partners are responsible for providing their own extinguishers.
- d. Provide adequate on-site first aid supplies and capabilities.
- e. Always keep OXYGEN and ACETYLENE cylinders secured in an upright position and protection valve cover in place, unless cylinders are in use.

L) Methods to protect from electrical hazards:

- a. ICF-MEGEN CONSTRUCTION JV requires that wiring used for supplying temporary power and lighting shall meet all local and National Electrical Codes. Support method used for the temporary wiring shall ensure that all metallic surfaces and personnel are protected from accidental contact with energized circuits due to damage of the temporary wiring protective jackets or raceways caused by pressure at the support point or damage caused by improper support devices.
 - b. Electrical tools must be grounded or double insulated types. Damaged, or otherwise bad, cords are not allowed. Ground-fault circuit interrupters must be provided as required when using portable tools.
 - c. All electrical equipment, which can be energized, must be tagged and locked out to prevent inadvertent contact or start-up when being serviced or installed.
 - d. Subcontractors are responsible for providing work task lighting for its employees and their second and lower tier Subcontractors.
 - e. All electrical extension cords shall be UL labeled and shall be #12 gauge or larger.
 - f. All electrical power cords shall be suspended overhead at minimum 7 feet when possible.
- M) Training:
- a. Job site employees will go through orientation prior to starting work and/or be provided with the details of this plan and any other pertinent information related to their scope of work.
 - b. Trade Partners shall have their own employee safety training meetings weekly pertinent to potential work hazards that may be encountered. Trade Partner must maintain documentation signed by those in attendance in either instance.
 - c. Documentation that includes topics covered and attendees must be turned in to ICF-MEGEN CONSTRUCTION JV on a weekly basis.
 - d. Site specific training is required for all employees working on site.
 - e. Documentation of this training will be kept in the safety/training trailer
- N) First Aid:
- a. A doctor approved first aid kit for treatment of minor injuries shall be placed on the project. The kits shall be sized for the project. Contents of the kits should be determined by the exposure.

O) Incidents & Accidents:

- a. All accidents, incidents, near misses, injuries, or liability claims concerning the work or adjacent areas, regardless of severity, must be reported to ICF-MEGEN CONSTRUCTION JV IMMEDIATELY. A written report is to be furnished to ICF-MEGEN CONSTRUCTION JV no later than 24 hours after the occurrence.
- b. In the case of any incident/ accident, a detailed investigation will take place to determine the root cause of the incident.
- c. Once the investigation is complete, proper measures to ensure the hazard is eliminated as well as the potential for reoccurrence will be put in place. Proper protocol for reporting occurrence to owner will be followed.

P) Safety Reporting:

- a. JSA's will be completed daily by each crew depending on their scope of work
- b. ICF-MEGEN CONSTRUCTION JV will be performing safety walks and safety audits. Observations from safety audits will be reported and documented.
- c. Toolbox talks will be performed weekly by each Trade Partner, topics will be tailored depending on their scope of work.
- d. Site-wide meetings will be held once a week.

9) **Fire Protection – Prevention**

A) City / Local requirements for standpipes

- a. None

B) Will bulk fuel storage be allowed on the project?

- a. No

C) Will temporary heat or air conditioning be required?

- a. Task dependent.

D) Have local fire departments been contacted and notified of the site? Yes

- a. Insurance company and fire department are to be notified of work being performed upon fire sprinkler system.

E) Flammable Storage:

- a. All flammable compressed gas cylinder storage areas shall be located outside of the building or structure.
- b. Different gasses shall be stored upright, and a minimum of 20 feet apart, or separated by a 5-foot-tall noncombustible firewall with a fire resistance rating of at least 30 minutes.

10) Environmental / Material Hazards and Mole Controls

- A) Is any demolition or remodeling work to be done?
- No.
- B) Do you expect to have any PCB's, asbestos, chlorofluorocarbons, lead or mercury handling or disposal on the project?
- No.
- C) Do you anticipate any mold exposure?
- No.
 - All work areas must be maintained to prevent the formation of mold, which grows when there is water and a nutrient source (i.e., wallboard, wood, and/or other building material).
 - Work will be planned to:

Prevent moisture accumulation

Double check points where moisture may enter:

- Doors
- Windows
- Flashings and caulking
- Waterproof membranes (proper lapping at joints and corners)
- Roofing systems and penetrations

Properly store material

- Dry location
- Off the ground
- Loose tarps or sheets to allow air flow

Have drying equipment readily available

- Fans
 - Dehumidifiers
 - Wet-dry vacuum
- d. If mold is observed, notify ICF-MEGEN CONSTRUCTION JV so that an evaluation of the exposure can be done, and an abatement plan developed.

- D) Discuss dust and noise control exposures and anticipated methods for reducing or eliminating.
- See Clean Build Strategy 5.I.
 - Water will be sprayed on roads to reduce dust.
 - If temporary walls are used, they will be weather resistant where required.
- E) Hazardous Material exposure:
- Trade Partners who use chemical compounds for construction purposes

will have SDS's present and available for all chemicals, regardless of quantity. SDS's must be clear and legible. In the event a worker is exposed to a significant quantity of a chemical and is transported to a medical facility, the SDS for that material must be given to the medical provider. Copies of the SDS will be provided to the site Safety Manager for storage in the office, and available upon request.

- b. Trade Partners that have chemical compounds on hand for construction purposes are required to have a spill kit. The spill kit must be able to handle the contents of at least one of the largest containers in which the material is packaged. Cleanup of the spilled chemical will be done in accordance with the manufacturer's directions.

11) Aerial and Scissor Lifts or Mobile Elevated Work Platforms (MEWP)

A) General Requirements

- a. The operator's manual must be maintained and stored on the lift.
- b. Daily inspections, for safe operability and safety of personnel, of the lift must be documented before use.
- c. To avoid "Entrapment" hazards and inadvertent engagement with the controls, the following control measures should be observed:
 - i. Plan the work at heights that involves trapping risks: a) Identify the range of work, b) Travel path, best selection of Mobile Elevated Work Platforms (e.g., type of telescopic boom, articulated boom or vertical lifts, and use spotters in tight, complex or low light areas)
 - ii. If a secondary guarding/anti-crushing device is available from the manufacturer's / suppliers, then it must be used.
 - iii. Operators and riders must receive basic training in the correct category of MEWP and be familiarized with the equipment (i.e., controls, characteristics, safety devices, decals and emergency rescue systems).
 - iv. Never lean over guardrails. Use caution when placing hands on the guardrail to avoid pinch points.
 - v. Repeatedly scan the area in front and above the platform in the direction of movement and consider any over-run that may occur.
 - vi. Move at speeds that always allow full control of the lift (MEWP) (low speeds).

B) Training

- a. Operators must receive training regarding inspection, operation, and application along with the recognition of general hazards associated with the operation of the lift.
- b. Operators must have training on the specific model he/she intends to operate. Training should include the purpose and function of all controls, safety devices and operating characteristics of that specific model elevated

work platform.

- c. Retraining shall take place whenever an incident occurs with the lift and/or when an employee lacks an understanding or proficiency in the subject matter.

C) Work Area Inspection

- a. An inspection of the workplace must be conducted to identify overhead hazards (structural and utility interferences), surface hazards (i.e. holes, bumps, uneven surfaces, drop-offs, obstructions, mud, debris, and inadequate ground/floor support).
- b. Floor holes, floor openings and drop offs shall be adequately covered, protected, and guarded. Stop blocks installed along the drop off to prevent the operator from driving into the hazard is required. For example, two 2x4's stacked on top of each other and secured to the floor with tap cons (or equivalent) is an accepted practice.

D) Machine Inspection

- a. Prior to use, all lifts must be inspected per the manufacturer's recommendations. Any deficiencies must be corrected before the machine is put into service. If a machine is taken out of service due to deficiencies, the equipment must be locked out or tagged out and removed from the site. This pre-use equipment inspection form shall always be kept with the machine and be available for inspection during operation.

E) Safe Operating Procedures

- a. No equipment attachments/modifications are allowed without manufacturer's approval.
- b. An aerial lift or scissor lift must never be used as a crane or for material handling unless approved for that use by the manufacturer.
- c. Safety devices and interlocks shall not be by-passed.
- d. Emergency stop must be engaged when equipment is not in motion.
- e. Trash, excess material, and tools shall be removed from the lift frequently.
- f. Aerial lift and scissor lift operations must be shut down when wind conditions exceed the manufacturer's operating limits.
- g. When working outside the confines of the guardrail, the lift shall not be used as an anchor point.
- h. Cords and hoses shall never be secured to the rails of a lift, unless they incorporate a break-away method to disconnect the cord or hose should it become snagged on equipment or structures.
- i. Temporary barricades are required around lifts when they present an overhead hazard to surrounding areas or when exposed to vehicular traffic.

j.

F) Fall Hazards



+



ICF + Megen Construction, A Joint Venture

- a. ICF-MEGEN CONSTRUCTION JV's policy requires 100% tie off in aerial lifts (i.e. articulating platforms, etc.).
- b. When working inside of a scissor lift with properly maintained guardrails, 100% tie-off is not required unless the manufacturer recommends it or if the project requires it.
- c. All gates and rails must be secured in the proper position.
- d. Using steps, planks, or standing on guardrails to increase reach is prohibited. Employees shall always stand firmly on the floor of the basket and shall not sit or climb on the edge of the basket.

12) Masonry

- A) A limited access zone is required to be in place prior to the construction of any masonry walls.
- B) Masonry walls over eight feet in height shall be adequately braced to prevent collapse and bracing shall remain in place until permanent support is in place.

13) Required Signage and Postings

- A) These signs must be installed at every gate. No trespassing /hard hat signs shall be also posted every 100 feet on the perimeter fencing around the project. Due to the location of the project, bilingual warning signs may be required to be posted.
- B) Required Project Sign Package #1:
 - a. Bi-Lingual Jobsite safety requirement signage
 - b. Personal protective equipment banner
 - c. Entering the work zone signage
 - d. Visitors Must Check in at the Designated Trailer
 - e. No Trespassing and Keep Out – Construction Area
 - f. Hard Hat Area
 - g. First Aid Station
 - h. Storm Shelter Area
 - i. Emergency Signal (3 horn blast)
 - j. Evacuation Area
- C) State and Federal labor posters are required. The superintendent is responsible for ensuring these posters are posted in a prominent area.
- D) In addition to the Federal and State required posters, the following posters and/or information are mandatory and shall be placed with the other posters mentioned above. When the environment dictates, bilingual signage may be required:
- E) Emergency Phone Numbers (Fire, Police, Hospital, Clinic)

F) OSHA 300 Log (February 1st through March 31st)

G) Key supervisor after hours contacts information

14) Lock Out Tag Out Procedures (LOTO)

A) Will LOTO be necessary for this job?

a. Yes.

B) Who will be responsible for carrying out LOTO?

a. Only those authorized, with proper training, and full knowledge of both the lockout and tag out procedures.

b. Must have documentation of training.

C) Lockout/Tagout Procedures

a. Trade Partners will follow their site-specific plan or request a procedure from ICF-MEGEN CONSTRUCTION JV.

15) Permitted Confined Space Entry

A. Will there be any confined spaces on the project?

a. Yes.

B. Trade Partners will follow their site-specific plan for permitted confined space entry or request a procedure from ICF-MEGEN CONSTRUCTION JV.

C. Trade Partners must provide training to each employee whose work is regulated by this standard, at no cost to the employee, and ensure that the employee possesses the understanding, knowledge, and skills necessary for the safe performance of the duties assigned under this standard.

16) Respirators

A) General Respirator Requirements:

a. Respiratory protection must be worn whenever you are working in a hazardous atmosphere. The appropriate respirator will depend on the contaminant(s) to which you are exposed and the protection factor (PF) required. Required respirators must be NIOSH-approved and medical evaluation and training must be provided before use.

b. All respirators used on site must be kept in good working condition.

c. All employees required to wear a respirator will first be medically evaluated and fit tested in the specific brand, model, type, and size of the respirator to be used.

d. Training is required before employees are required to use respirators.

e. The respirator must be appropriate for the hazard present.

Single-strap dust masks are usually not NIOSH-approved. They must not be used to protect from hazardous atmospheres. However, they may be useful in providing



comfort from pollen or other allergens. If used, this is considered voluntary and employer will be responsible for providing the employee with a copy of Appendix D of CFR 1910.134.

Approved filtering facepieces (dust masks) can be used for dust, mists, welding fumes, etc. They do not provide protection from gases or vapors. **DO NOT USE FOR ASBESTOS OR LEAD**; instead, select from the respirators below. Must be NIOSH-approved and medical evaluation and training must be provided before use.



Half-face respirators can be used for protection against most vapors, acid gases, dust or welding fumes. Cartridges/filters must match contaminant(s) and be changed periodically. Must be NIOSH-approved and medical evaluation and training must be provided before use.



Full-face respirators are more protective than half-face respirators. They can also be used for protection against most vapors, acid gases, dust or welding fumes. The face-shield protects face and eyes from irritants and contaminants. Cartridges/filters must match contaminant(s) and be changed periodically. Must be NIOSH-approved and medical evaluation and training must be provided before use.



17) Forklift and Powered Industrial Trucks

- A) Only trained and authorized operators are permitted to operate powered industrial vehicles.
- B) Operators are required to:
 - a. Inspect the forklift daily and document prior to each use.
 - b. Wear safety belts when operating the machine.
 - c. Always keep arms and legs inside the cab or ROPS.
 - d. Do not allow workers to ride on the forklift or load.
 - e. Operate the machine at a safe speed that is suitable to the conditions.
 - f. Follow the manufacturer's recommendations on the vehicle's capacity.
 - g. Do not allow workers to stand or pass under the elevated portion of the forklift, whether loaded or empty.
 - h. Ensure the stability of their load.
 - i. Drive a loaded forklift with the load on the uphill side whenever possible.
 - j. Travel in reverse if load obstructs forward view.
 - k. Travel with forks tilted back and raised only enough to see the right-side mirror of the forklift.
 - l. Never turn a vehicle sideways on a ramp or steep incline.
 - m. Never transport compressed gas cylinders without the proper cage that secure and support the cylinders.
 - n. Maintain a safe distance from all overhead obstructions.
 - o. Avoid sudden starts and stops to prevent the load from shifting or coming displaced.

- p. Never raise or lower a load while traveling.
- q. Use spotters when operators view is obstructed or in congested areas.
- r. Always shut the engine off while refueling.
- s. Maintain a safe breaking distance from other powered industrial vehicles.
- t. Sound the horn when approaching intersections, blind spots or dangerous locations.
- u. Always compensate for shifts in the center of gravity of the machine and maintain machine stability.
- v. Be cautious of pedestrians, they have the right of away.
- w. Horseplay is strictly prohibited.
- x. Never leave a loaded vehicle running or unattended.
- y. When the vehicle is in the parked or unattended position ensure that the forks tips are on the ground, parking brake is set, and the engine is in the off position with the key removed.

18) Hot Work Procedure and Permits

- A) Fire Prevention for hot work operations:
 - B) When practical, objects to be welded, cut, or heated shall be moved to a designated safe location or, if the objects to be welded, cut, or heated cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place, or otherwise protected.
 - C) If the object to be welded, cut, or heated cannot be moved and if all the fire hazards cannot be removed, positive means shall be taken to confine the heat, sparks, and slag, and to protect the immovable fire hazards from them. Fire blankets and similar devices are required and must be installed to direct all potential slag to safe location free of combustible and flammable material.
 - D) No welding, cutting, or heating shall be done where the application of flammable paints or the presence of other flammable compounds, or heavy dust concentrations creates a hazard.
 - E) Suitable fire extinguishing equipment shall be immediately available in the work area and shall be maintained in a state of readiness for instant use.
 - F) Fire Watch - When the welding, cutting, or heating operation is such that combustibles cannot be removed, or slag and sparks cannot be completely contained, a fire watch shall be assigned to guard against fire while the actual hot work operation is being performed, and for a minimum of thirty minutes following the completion of the hot work. Fire watch personnel shall:
 - a. Be instructed as to the specific anticipated fire hazards, how the firefighting equipment provided is to be used and emergency procedures for the project.
 - b. Be posted at the welding operation and on the other sides of walls, floors or any other space where sparks, slag or fire could travel.

- c. Have a fire extinguisher in each area.

19) **Hearing Protection**

- A) When it's not possible to reduce noise levels below the permissible exposure limit levels, hearing protection will be worn. When proper hearing protection is in use, noise reduction levels should be maintained below 85 dba per 8-hour work shift.
- B) During certain activities that could affect hearing, protection will be required. Tasks include, but are not limited to:
 - a. Grinding
 - b. Chipping
 - c. Scaling
 - d. Cutting metal studs or track
 - e. Cutting masonry/block saw
 - f. Using air blowers
 - g. Powder actuated tools
 - h. Working near noise and other noise producing operations.
- C) For most construction related noise hazards, simple foam ear plugs (e.g. hearing protectors) are adequate for most tasks and will be made readily available onsite. If additional protection is needed, earmuffs worn with ear plugs can provide additional protection. Enough supply of hearing protectors must be made available for the workers.
 - a. Personal radios, iPods, or similar devices that limit your ability to hear are prohibited.
 - b. Hearing Tip: As a rule of thumb, if you must raise your voice above a normal speaking level to be heard, the sound around you are too loud and hearing protection is required.

20) **Hand and Arm Protection**

- A) Appropriate hand protection must be selected and worn to protect against cuts or lacerations, abrasions, punctures, chemical burns, harmful chemicals, thermal burns, and extreme temperatures. Considerations for selecting the appropriate type of hand protection are based around performance characteristics related to the task, conditions present, duration of use, and the hazards identified.
- B) Appropriate gloves for the task are required to be worn by all employees while they are within the construction area on any ICF-MEGEN CONSTRUCTION JV project. The mandatory glove wearing policy applies equally to ICF-MEGEN CONSTRUCTION JV, Trade Partners, vendors, suppliers and other stakeholders associated with the project. Keep in mind, gloves should protect employees against the risk of injury. Consider cut, puncture, abrasion and tear as part of the assessment and selection of "appropriate" glove.
 - a. ICF-MEGEN CONSTRUCTION JV and Trade Partner employees are required to



ICF + Megen Construction, A Joint Venture

wear gloves rated ANSI Level Two or EN Level Three at a minimum. Reference the Hand and Arm Protection Guide for the appropriate gloves for your task.

- b. The only exceptions will be:
 - i. Specialty gloves used for certain applications and exposures such as protection against chemicals
 - ii. Job tasks that require a higher amount of dexterity and serious hazards are not present, then the task may be carried out without the use of gloves. In each of these instances, a hazard assessment and JSA shall clearly identify that the use of gloves will introduce a risk.
 - iii. If an employee needs to temporarily remove his/her glove(s) in the work area and this does not present any type of risk or exposure.
 - iv. When operating equipment such as cranes, heavy earth-moving, dump trucks or other similar equipment where exposure to abrasions or cuts/lacerations are low. However, prior to exiting the seat, appropriate gloves will be expected to be worn.

- C) Any gloves with impaired protective ability should be brought to the Supervisor then discarded and replaced. Furthermore, each employee is responsible for taking reasonable care of his/her protective equipment.

- D) Gloves should be inspected before each use to ensure they are not torn, punctured or made ineffective in any way.

- E) Trade Partners will be expected to supply their staff and any sub-tier Trade Partner with appropriate gloves.

21) Training Requirements:

Topic	Who Needs Training	What Training is Needed
Project Specific Safety Orientation	All project management, supervision, and workers entering the project	Safety rules and procedures contained in the Site-Specific Safety Plan (SSSP), site-specific emergency action plan, each worker’s responsibilities, and disciplinary program.
Hazard Communication	All workers entering the project	Hazard Communication Basic Training (Refer to Hazard Communication Plan)
Hazardous Chemical or Substance	Workers exposed to a hazardous chemical or substance	Specific Hazard Communication Training (Refer to Hazard Communication Plan)
Respiratory Protection	Workers required to wear respiratory protection, including common dust masks	OSHA 29 CFR 1910.134 & 139 or 1926.103

Fall Protection	Any worker who might be exposed to a fall hazard	<ul style="list-style-type: none"> • The nature of fall hazards • Procedures for erecting, disassembling, maintaining and inspecting fall protection systems • Use and operation of guardrail systems, personal fall arrest systems, safety net systems, warning line systems, controlled access zones and other fall protection • Procedures for handling equipment and erection of overhead protection • Fall protection standards
PPE	Workers using PPE	Refer to section on PPE or regulatory standards
Forklifts	Operators of powered industrial trucks	<ul style="list-style-type: none"> • Types of trucks operated • Hazards of the workplace • Hands-on performance evaluation
Confined Spaces	Any worker attending to, supervising, entering or working within a confined space	<ul style="list-style-type: none"> • Hazards of the space • Duties of entrants, attendants, supervisors • Air monitoring
Permit-Required Confined Spaces	Any worker attending to, supervising, entering or working within a permit-required confined space	<ul style="list-style-type: none"> • Hazards of the space • Duties of entrants, attendants, supervisors • Measures used to eliminate or control hazards • Air monitoring requirements • Emergency procedures/rescue equipment • Communications • Permitting procedure
Lockout/Tagout	Workers affected by hazardous energy sources	<ul style="list-style-type: none"> • Nature of known hazardous energy sources • Project-specific Lockout/Tagout procedures
Gas Welding & Cutting	Workers conducting gas welding and/or cutting	<ul style="list-style-type: none"> • The safe use of fuel gas
Arc Welding & Cutting	Workers conducting arc welding and/or cutting	<ul style="list-style-type: none"> • What to do with unattended machines and electrode holders • Operations around water • Shielding arc welding
Hot Work	Workers conducting hot work activities	<ul style="list-style-type: none"> • Hazards of the area • Permits • Duties of Fire Watch • How to use a fire extinguisher

Aerial and Scissor Lifts, Mobile Elevated Work Platforms, Scaffolding	Workers working from lifts and scaffolding	<ul style="list-style-type: none"> • The nature of any known hazards • Proper erection, maintenance and disassembly of fall protection systems • Falling object protection • Material/equipment handling from platforms and scaffold • Maximum load-carrying capacity • Scaffold tagging system • Access and egress
---	--	--

***All requirements set forth in this contract must be followed and maintained throughout. This is a live document and is subject to change as the project progresses. When changes are made a copy will be submitted for review and approval by owner. Additionally, all affected parties will be notified of said changes. ***

***See Attached Required Forms to be completed before mobilization.**

Trade Partner Startup Checklist

The following information/documentation is required prior to commencing any work activities at NNTC. Point of contact for all health, safety and environmental items is Roger Ligon at rligonjr@icfbuilderinc.com.

Item	Notes	
<i>Health, Safety, Environmental</i>		
Site Specific Safety Company Manual	Must be submitted as a hard copy, including emergency contact information, HazCom, silica plan, and SDS sheets.	
Project Specific Quality Control Plan	Must be submitted as a hard copy for review.	
Company Safety Representative	Must designate one employee; employee must have a current OSHA 10 card and current CPR/First Aid Certification.	
Subcontractor Competent Person(s) Form	Each company must complete this form stating who the competent person(s) will be for each area.	
Site Safety Orientation	Every employee must complete this before entering the work site. This can be done prior to first day of work, if desired.	
PPE Requirements	All employees on site are required to have a safety vest, hard hat, safety glasses and gloves at ALL times. Shirts must cover shoulders and long pants and boots are required.	
Drug Free Workplace Verification	Every employee must be listed on company letterhead documenting their drug test.	
Job Safety Analysis (JSA)	Required to be completed DAILY, and accepted by ICF-MEGEN CONSTRUCTION JV Superintendent(s), and signed by every employee on site.	
Weekly Toolbox Talks	Required once a week, led by company superintendent or foreman; should be signed by all employees on site.	

Equipment Training Verification	All equipment operators must present training cards or letter form company for any heavy equipment or boom, aerial and scissor lifts.	
<i>Site Operations</i>		
Daily Reports	Required to be completed every day that work is performed on site. Completed in Procore > Daily Log and approved by superintendent.	
Daily Stretch and Flex	Beginning of work day, warm-up exercise and coordination meeting	
Submittals	All submittals must be approved before starting work, completed through Procore.	
Weekly Workplan and Safety Inspections	Required once a week. Submit to Superintendent and copy emailed to Brandon Mason or his designee.	
Equipment Inspection Checklists	Must be completed daily and turned in, or emailed to Brandon Mason or his designee.	



SUBCONTRACTOR COMPETENT PERSON FORM

Project Name: _____

Contractor Name: _____

Address: _____

Telephone (Cell) _____ (Office) _____

OSHA 1926.32 (definition of a "competent person")

"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. Print the name(s) of the individual(s) that will be designated competent person(s) in space provided.

1. Site Safety Competent Person(s) (required)

Name: _____

Qualifications: _____

2. CPR/First -aid Certified (required) : _____

(must have VALID certificate and be available onsite any time employees are present on site)

3. Qualified Rigger, Connectors and Crane Signal Person (if applicable) :

4. Fall Hazard Training: _____

5. Scaffold Competent Person (s) (if applicable):

(Must be available on site any time scaffold is being erected, dismantled or in use)

6. Certified /Qualified Forklift Operator (s) Scissor Lift/Aerial Lift Operator if applicable)

7. Qualified Flagger(s) : _____

The competent person(s) named above are responsible for job-site safety, regular inspections, corrections of unsafe conditions or work procedures.

Signature: _____ Date: _____

Print Name: _____











NNTC SITE SPECIFIC SAFETY PLAN COMMITMENT AND ACKNOWLEDGEMENT AGREEMENT

I, _____ representing _____
(Subcontractor Representative- includes tier) (Name of Company)

Have reviewed the NNTC Site Specific Safety Plan and fully understand and have reviewed it with employees assigned to this project and will comply with its contents. I understand our responsibilities and will ensure that each employee assigned to the project will be held accountable for complying with the health and safety rules and regulations and procedures contained in the NNTC Site Specific Safety Plan. I further will allocate necessary personnel, equipment and supplies to comply with the NNTC Site Specific Safety Plan.

I fully understand that if my company or worker fails to comply with any part of the NNTC Site Specific Safety Plan, owner safe work rules, or TOSHA regulatory requirements, that part or all of the work being performed by my company may be suspended until such time that a corrective action plan has been developed, accepted by **ICF-MEGEN CONSTRUCTION, A Joint Venture LLC, A Joint Venture** and implemented.

The below required submittals shall be returned for review and approval prior to being allowed to work onsite, as well from the subcontractor's tier workers.

-  Site Specific Safety Plan
-  SDS- Chemical Inventory Log along with Safety Data Sheets
-  Silica Policy
-  Competent Person Form and Documentation
-  Safety Training Certification: Forklift, Aerial Lift, Rigging, etc.
-  Executed Commitment and Acknowledgment Agreement
-  Proof of Drug Free Workplace (Worker Names on Company Letterhead)
-  Emergency Contact List

Print Name : _____ Signature: _____

Title: _____ Date: _____

Received.. by ICF-MEGEN CONSTRUCTION JV Representative: _____

Date: _____



ICF + Megen Construction, A Joint Venture

SITE SPECIFIC SAFETY ORIENTATION SUMMARY & ACKNOWLEDGEMENT

Acknowledgement Form:

Nombre
Name (first, middle, last): _____

Sticker #: _____

Direccion de domicilio
Home Address: _____

Numero de telefono
Home Phone: _____

Nombre de contacto emergencia
Name of Emergency Contact: _____

Numero de contacto
Contact's Phone Number: _____

Nombre de compania
Your Company's Name: _____

Oficio
Your Trade: _____

Fecha
Today's Date: _____

Fecha de nacimiento
Date of Birth: _____

OSHA Training: _____ 10 HR ID Number: _____

30 HR ID Number: _____

Have you ever been trained in First Aid/CPR? Yes No

If yes, date of last training: _____

Please indicate if you have received training in any of the following topics: Ladders

Fall Protection

Scissor Lift

Confine Space

Aerial Lift

Hand Signals for Cranes

Scaffolding

Rigging

Excavations/ Trenching

Silica

Forklift

Other:

If you have an injury on this job site, you must report the injury ICF-MEGEN CONSTRUCTION JV immediately.

Firma
Employee Signature: _____

Firma de orientacion
Date of Orientation: _____

DISCLAIMER:

The intent of this orientation is to communicate the basic safety expectations of the project and should not be considered a form of relief from federal OSHA compliance and/or your contractual obligations. It is also not intended to guarantee, insure, or warrant a risk-free environment or the safety of your materials, tools, or equipment on the project.

Trade Partner - Injury Kit

North Nashville Transit Center

Employee Name: _____

Action Steps:

- Immediately call / notify **Brandon Mason, Project Manager/Superintendent, at (859) 321-5049**
- In the event the worker elects not to seek medical attention, complete the Medical Treatment Waiver. (This can be used for first aid events.)
- Complete Your company's Medical Authorization Form.
- Transport employee to designated doctor with Medical Authorization Form.**
- Instruct the employee to return to you **immediately following** the initial doctor visit with Work Ability Report.
- Get witness statement.
- Complete Report of Injury Form. Submit form to Brandon Mason
- If physician indicates restrictions, obtain employee's signature on the Acknowledgement of Work Restrictions Form and return employee to transitional duty.

If you have any questions, call your company Safety Specialist

REPORT OF INJURY

Company / Branch office reporting injury: _____

Project Name: _____ Project Number: _____

Project Address: _____ City/State/Zip: _____

Injured Employee: _____	Social Security #: _____
Address: _____	City: _____ State: _____ Zip: _____
Phone: _____	Sex: _____ Marital Status: _____ DOB: _____ Occupation: _____
_____	Date of Hire: _____ Wage: _____ Employer: _____
_____	Employer Address: _____
Employer Phone: _____	Employer Email: _____
Employer Contact: _____	

Date of Injury: _____

Time of Injury: _____ a.m./ p.m.
 a.m. p.m.

Type of Injury: _____

Body Part: _____

Accident Reported to: _____

Date and Time Reported: _____

Yes No Was Employee Drug Tested & Orientated?

Date Of Drug Test _____ Date of Orientation _____

Yes No Did employee leave site for treatment?

Date _____ Time _____

Yes No Did employee return to work after treatment?

Date _____ Time _____

Treatment: (**check one**) Report Only/First Aid (*on-site*) Clinic Hospital Other: _____

Location of Accident: _____

What was employee doing when injured? _____

Describe (*in detail*) how accident occurred: _____

List Superintendents/Foreman at time of injury: _____

What steps have been taken to prevent accident in the future? _____

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Was the employee using any equipment/materials at time of injury? If so, list items: _____
<input type="checkbox"/>	<input type="checkbox"/>	Was there a defect in equipment? If so, what? _____
<input type="checkbox"/>	<input type="checkbox"/>	Was employee utilizing safety equipment? If so, list items (<i>or check</i>): _____ <input type="checkbox"/> Hard hat <input type="checkbox"/> Eye protection <input type="checkbox"/> Gloves <input type="checkbox"/> Safety harness <input type="checkbox"/> Respirator
<input type="checkbox"/>	<input type="checkbox"/>	Were there any witnesses to the accident? If so, list: _____ Name _____ Phone # _____

Additional Comments: _____

Date: _____ Supervisor's Signature: _____

**Report of Injury
Employee/Witness Statement**

Statement By: _____

Date: _____

What Happened?

What could be done to prevent a similar incident?

**Reporte de Lesion
Declaración del Empleado ó Testigo**

Declaración Por: _____

Fecha: _____

Employee/Witness Signature

Date

¿Que Ocurrió?

¿Qué se podría hacer para prevenir un incidente similar?

Firma de Empleado ó Testigo

Fecha

Renuncia del Tratamiento Médico

Medical Treatment Waiver

We are concerned with every employee’s well-being. In the event you elect not to seek medical attention, we need to document that we have not influenced, in any way, your decision to not seek treatment.

Employee: _____

Date of Injury: _____

Description of the Accident:

Description of the Injury:

My signature confirms that I have voluntarily waived medical care due to the injury indicated above. Should it later be determined that I require Medical Care, I will consult with my Project Safety Coordinator/Project Supervisor or assigned Claim Resource Specialist **prior** to seeking treatment, unless emergency treatment is required.

Employee’s Signature Date

Nos preocupa el bienestar de cada empleado. En el evento que usted elige no buscar atención médica, se necesita documentar que no ha sido influenciado, de ninguna manera, en su decisión de no buscar atención médica.

Empleado: _____

Fecha de lesión: _____

Descripción del accidente:

Descripción de la lesión:

Mi firma confirma que he renunciado voluntariamente la asistencia médica debido a la lesión indicada arriba. Si se determina más adelante que requiero asistencia médica, consultaré con el coordinador de seguridad del proyecto o el supervisor del proyecto o con el especialista en recursos de reclamos asignado a mi caso **antes** de cualquier tratamiento, a menos que se requiera tratamiento de emergencia.

Firma del Empleado Fecha

Acknowledgment of Work Restrictions for Temporary Transitional Duty

I have been advised of the physical limitations outlined by the attending physician/medical provider and understand my work restrictions. I further understand that it is my responsibility not to violate these restrictions on or off the job, without specific medical authorization. I further agree that if management asks that I perform duties which would violate this work restriction, I will immediately advise my supervisor, Project Safety Coordinator/Project Supervisor, or Claim Resource Specialist, if necessary, of my physical limitations concerning the requested duties.

I understand that all company policies and procedures are applicable to the temporary transitional duty program and, as a participant in this program, I will adhere to company policies and procedures.

Employee Name

Employee Signature

Date

Supervisor Name

Supervisor Signature

Date

Reconocimiento de Restricciones de Trabajo Para El Program de Trabajo Transitorio Temporario

Me han aconsejado de las limitaciones físicas identificadas por el médico o el proveedor de tratamiento médico y entiendo cuales son mis restricciones de trabajo. Entiendo que es mi responsabilidad no ignorar estas restricciones mientras este en el lugar de trabajo ó en cualquier otro lugar, sin la autorización de un médico. Estoy de acuerdo que si la gerencia pide que you haga algo que está fuera de mis restricciones de trabajo, le avisaré inmediatamente, si es necesario, a mi supervisor, al coordinador de la seguridad del proyecto, o especialista en recursos de reclamos asignado a mi caso de mis limitaciones físicas y como afectan al trabajo que piden que yo haga.

Entiendo que todas las políticas y procedimientos de la compañía aplican al programa de trabajo transitorio temporario y como participante en este programa, cumpliré con las políticas y con los procedimientos de la compañía.

Nombre del Empleado (a mano escrita)

Firma del Empleado

Fecha

Supervisor Name

Supervisor Signature

Date

North Nashville Transit Authority

Exhibit "F" Insurance Provisions

Certificate of Insurance

Each Subcontractor shall purchase and maintain for the duration of the project Contractor's Liability Insurance as set forth in the AIA A401 2017 - Contract. The insurance shall be written for not less than the limits of liability specified below or required by law, whichever coverage is greater.

- A. (Comprehensive) Automobile Liability covering:
 - 1. Bodily Injury Including wrongful death in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
 - 2. Property Damage in an amount not less than One Million Dollars (\$1,000,000.00).

- B. (Comprehensive) General Liability covering:
 - 1. Bodily Injury including wrongful death in an amount not less than One Million Dollars (\$1,000,000.00) for each person and One Million Dollars (\$1,000,000.00) per occurrence, and general aggregate limit not less than Two Million Dollars (\$2,000,000.00).
 - 2. ~~Property Damage including Blasting and Underground Excavation in an amount not less than One Million Dollars (\$1,000,000.00) for each accident an aggregate limit not less than Two Million Dollars (\$2,000,000.00).~~
 - 3. All limits must be per project.

- C. Professional Liability - Errors and Omissions Coverage for any Engineering and/or Design/Build firms in an amount not less than One Million Dollars (\$1,000,000.00) per claim, Two Million Dollars (\$2,000,000.00) aggregate.

- D. ~~Contractor's Pollution Liability Coverage for any Building Envelope, Plumbing, HVAC, EIFS and Abatement firms in an amount not less than One Million Dollars (\$1,000,000.00) per claim, Two Million Dollars (\$2,000,000.00) aggregate.~~

- E. **Liability insurance required herein shall be under combination comprehensive broad form.**

- F. **ICF-MEGEN CONSTRUCTION, A Joint Venture LLC, the Owner (WeGo Public Transit), and the Architect (Smith Gee Studio) shall be named as additional insureds on a primary basis on the commercial liability insurance for ongoing and completed work per ISO form CG 20 10 11 85 (or on a substitute form providing equivalent coverage).**

Additional Insureds: "Prior to starting work, the Subcontractor shall furnish satisfactory evidence to *Contractor* and to other parties upon request, that the Subcontractor has insurance as required by the Contract Documents. All such insurance, including general liability and umbrella/excess liability except Worker's Compensation/Employer's Liability, shall name *Contractor, General Contractor, Owner, Architect and Engineer* as an additional insured and shall provide primary coverage (including completed Operations) for all claims and losses against

North Nashville Transit Authority

Contractor, General Contractor, Owner, Architect, and Engineer, including but not limited to, those claims that arise out of injuries to the employees of the Contractor, employees of the Contractor's subcontractors or injuries to third parties from your work under this agreement, or as a result of the Subcontractor's performance. Any other insurance in force for said additional insured shall not contribute in the payment of any claim made hereunder to the extent of the limits of liability afforded hereunder. Any coverage provided by *Contractor, General Contractor, Owner, Architect, and Engineer* shall be excess coverage.

- G. **Waiver of Subrogation:** Subcontractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of Contractor and Owner with respect to losses arising out of or in connection with the work.

Waiver of Subrogation of Workers Compensation (Indiana): Waiver of Worker's Compensation Lien, Rights of Subrogation or Recovery of Worker's Compensation Benefits. To the fullest extent permitted by law, Subcontractor for itself and on behalf of its worker's compensation insurer who may be obligated to pay workers' compensation benefits to Subcontractor's employee, hereby waives and releases any and all rights and/or claims for subrogation, workers' compensation statutory lien or other rights and/or claims of recovery of workers' compensation benefits against Owner, General Contractor, Construction Manager, Contractor, Architect and Engineer, who are liable or alleges to be liable for work-related injury to Subcontractor's employee, arising out of Subcontractor's contract with Contractor. Subcontractor will obtain a waiver of any subrogation rights or workers' compensation lien that its insurers may acquire against Owner, General Contractor, Construction Manager, Contractor, Architect and Engineer by virtue of payment of any workers' compensation benefits.

- H. **Indemnity Language**

Alabama

Alabama has no statute regulating indemnification language in construction contracts. The Alabama Courts have held that an indemnitee may be indemnified for their own negligence even if they are found solely negligent, so long as the indemnity agreement between the indemnitor and the indemnitee sets forth the indemnification of the indemnitee for its own negligence in "clear and unequivocal language". The Subcontractor covenants to indemnify and save harmless and exonerate the Contractor, Owner, Architect and their respective directors, officers, employees and agents (the Indemnitees) from and against all liability, claims and demands for bodily injury and property damage, arising out of any of the work undertaken by the Subcontractor, its directors, officers, employees, agents or its subcontractors, and arising out of any other operation no matter by whom performed for or on behalf of the Subcontractor, regardless of whether the claim, demand or suit is alleged to arise out of, in whole or in part, the negligence of any of the Indemnitees.

North Nashville Transit Authority

Georgia

The Georgia Legislature has recently amended the statute that addresses indemnification and insurance provisions in construction contracts. *Georgia Code Section 13-8-2 (b)* precludes a party from being indemnified or requiring a party to provide insurance for another party for its “sole negligence”. The Georgia Courts have held that the indemnification provision must specifically provide that it will not indemnify the indemnitee for his or her “sole negligence” to be enforceable. While there are no specific cases in which the challenged language has been found enforceable, that is primarily because all of the cases which have resulted in litigation have provided indemnification utilizing wording that does not specifically exempt the indemnitee’s sole negligence. The statute’s insurance language will result in a significant change in how risk is transferred in Georgia. As written, the statute precludes a party from requiring another to purchase insurance for the party’s “sole negligence”. It would seem that a contract requiring a subcontractor to provide its general and/or project owner with additional insured status is now unenforceable. The statute, however, specifically provides that a contract requiring a subcontractor to purchase an Owner/Contractor Protective policy does not violate the statute.

Subcontractor shall defend, protect and hold harmless and indemnify the General Contractor, Owner and any of their agents, servants and employees against any liability, loss, claims, demands, suits, costs, fees and expenses whatsoever arising from bodily injury, sickness, disease (including death resulting therefrom) of any persons, or the damage or destruction of any property, including loss of use, arising out of or in connection with the performance of any work relating to this contract based upon any act or omission, negligent or otherwise of the Subcontractor or any of its agents, employees or servants, or any other person or persons. The obligations of indemnification herein shall exclude only those matters in which the claim arises out of allegations of the sole negligence of the General Contractor, Owner, or any of their respective agents, servants and employees.”

Indiana

Indiana Code Section 26-2-5-1 precludes indemnification for the indemnitee’s “sole negligence” or willful misconduct. In interpreting this statute, the Indiana Courts, however, apply the “clear and unequivocal test” similar to that in Alabama. If the indemnity provisions contained within a contract clearly and unequivocally permit an indemnitee to receive indemnification for the indemnitee’s own negligence, the Courts will enforce the contractual obligation on the indemnitor. "Subcontractor shall defend, indemnify and hold harmless the Owner, the Architect/Engineer, General Contractor, Contractor, and Construction Manager and their agents and employees from and against all claims, damages, causes of action, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of Subcontractor or any of Subcontractor's subcontractors, anyone directly or indirectly employed by any of them or for anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder."

North Nashville Transit Authority

Kentucky

"To the fullest extent permitted by law, the subcontractor shall defend and indemnify and hold harmless the owner, the architect/engineer, general contractor, contractor, and construction manager, their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the subcontractor's work under this subcontract, provided such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of the subcontractor, the subcontractor's subcontractors, anyone directly or indirectly employed by them or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph."

Louisiana

Louisiana is an unusual state; there is no specific statute addressing the enforceability of indemnity provisions, however, the unique Civil Code in Louisiana addresses some of the issues. Generally speaking, however, as long as the indemnity provision is clear and unambiguously requires the indemnitor to indemnify the indemnitee for the indemnitee's own negligence, the Louisiana courts will enforce them. " Subcontractor agrees to indemnify, defend and save our insured harmless from and against any and all claims, suits and liabilities based upon property damage sustained by any property or injury to any person (including death) arising out of or attributable to the presence of Subcontractor , its employees, subcontractors or agents on the jobsite or the performance or non-performance by Subcontractor of the work to be performed, including but not limited to injuries or damages caused solely or in part by the negligence of our insured. "

Michigan

The Contractor shall defend, hold harmless and indemnify the Owner, Construction Manager, Architect and any of their respective agents, servants and employees against any and all liability, loss, claims, damages, demands, suits, costs, fees and expenses for bodily injury, sickness, disease (including death resulting therefrom) or the damage to or destruction of any property, including loss of use of property, arising out of or in connection with the performance of any work including any actual or alleged acts or omissions, negligent or otherwise of (a) the Contractor or any of its agents, employees or servants, (b) any subcontractor, sub-subcontractor, supplier or materialman of Contractor or any of their agents, employees, or servants, (c) the Owner, Construction Manager, or Architect and/or (d) anyone for whose acts those identified in (a) through (c) may be liable. The indemnity obligations contained herein shall exclude only those matters which arise out of the sole negligence of the Owner, Construction Manager, Architect or any of their respective agents, employees or servants.

North Nashville Transit Authority

Ohio

The Ohio Legislature has enacted a statute, *Ohio Revised Code Section 2305.31*, which precludes the indemnification of an indemnitee for the indemnitee's own negligence. The Ohio Courts have held that indemnity is available to an indemnitee only for the indemnitee's vicarious liability. In many respects, the Ohio Courts are similar to those of Mississippi and North Carolina with regard to the interpretation of indemnity agreements. Contractual indemnity is available only in limited circumstances. And, as is true in the states of Mississippi and North Carolina, in order to appropriately transfer risk, to a contractor or subcontractor, the owner or general contractor must be named as an additional insured under the respective policies.

Texas

Texas has no statute that specifically addresses indemnification in a construction setting. The Texas Courts have a unique test in determining the enforceability of an indemnity agreement. That test, called the "fair notice" test requires that an indemnity provision be both "conspicuous" and meet the "express negligence" test. The provisions of an indemnity provision are considered "conspicuous" where a reasonable person examining the contract would have noticed the language as an indemnity provision. Generally speaking, this means that the indemnity provision must be in different size type and in a separate paragraph within the contract so that an individual reviewing the contract would likely recognize the provision as an indemnification provision. The Texas Courts have held that in order for an indemnity provision to be enforceable, the party seeking to indemnify an indemnitee from the consequences of its own negligence must express that intent in specific terms within the contract.

Subcontractor shall fully defend, protect, indemnify and hold harmless Contractor, its officers, employees, agents, representatives or successors and assigns (the Indemnified Parties) from and against any and all claims, demands, actions or causes of action, and any and all liabilities, costs and expenses (including but not limited to attorneys' fees and expenses, incurred of defense of any Indemnified Party), damage or loss in connection therewith, which may be made or asserted by Subcontractor, its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained or alleged to have been sustained by, or arising out of or growing out of bodily injury, including death, or loss of use or damage to or destruction of property, caused by, arising out of, sustained or alleged to have been sustained by, or in any way incidental to or in connection with the Subcontractor's performance of the Work under this Contract or any change order, regardless of whether such claims, demands, actions, causes of action or liability are or alleged to have been caused or contributed to by the negligence, fault or strict liability of any Indemnified Party.

Insurance providing coverage for this Indemnity provision shall be provided by the Subcontractor. The Subcontractor's liability shall not be limited to the insurance coverage required of the Subcontractor.

North Nashville Transit Authority

- I. **Proof of Insurance:** Each Subcontractor shall furnish the certificates of such insurance as described above and listed below and these certificates shall be filed with **ICF-MEGEN CONSTRUCTION, A Joint Venture LLC.**
- a) Worker's Compensation Insurance
 - b) Employer's General Liability Insurance Certificate
 - c) Public Liability Insurance, including Property Damage
 - d) Contractor's Contingent Insurance if some part of the work is sublet to other contractors.
 - e) Automobile Liability
 - f) Installation Insurance Limit
 - g) Umbrella Limit must be per project
 - h) Professional Liability - Errors and Omissions - if applicable
 - i) Contractor's Pollution Liability - if applicable

EXHIBIT G

DRAWINGS AND SPECIFICATION

*Note: All Drawings, Specifications,
Addendums, and other related
documents are located on Procore.*

*All subcontractors and vendors will be
provided access.*