

Purchaser's Job No. _____

Purchase Order (Code) No. _____

1. **PRODUCTION AND DELIVERY.** Seller shall obtain, fabricate or manufacture the material, equipment, supplies, and other goods described in Exhibit A ("Products") and shall ship and deliver such Products F.O.B. Job Site, all in accordance with the Contract Documents identified in Exhibit B, and according to the delivery schedule described in Exhibit A, and any changes or modifications made pursuant thereto. Seller assumes all of Purchaser's responsibility under Purchaser's contract with Owner for furnishing the Products in accordance with the Contract Documents and all requirements of the Products relating thereto in the Contract Documents which are hereby incorporated by reference into this Purchase Order as if fully set forth herein, including without limitation all standards of quality, warranties, requirements for documentation, and requirements for certification contained in the Contract Documents.

Further, Seller recognizes and agrees, as a condition of payment of the Price for the Products subject to this Purchase Order, that Seller's obligation to provide such Products includes delivery to the job site location designated by Purchaser for receipt of such goods. Purchaser's written acknowledgment of receipt of such Products shall be conclusive evidence of Seller's compliance with this delivery obligation.

2. **PRICE.** Purchaser shall pay to Seller, for the satisfactory performance of Seller's obligations hereunder, the amount specified above and in Exhibit A as the Price, subject to additions and deductions as provided under this Purchase Order and as may be required under the Contract Documents. The Price and all unit prices shown in Exhibit A shall be deemed to include all costs of and compensation for Seller's performance hereunder.

3. **PAYMENTS.** On or before each Monthly Billing Date, Seller shall submit to Purchaser, in such form and supported by such data as Purchaser may require, a progress payment application, through GCPay.com, showing the value of the Products delivered and received as verified by Purchaser's acknowledgment on precise bills of materials. Within seven (7) days after receiving a progress payment from Owner which includes payments to Purchaser for Products delivered, accepted, and billed by Seller, Purchaser shall make a progress payment to Seller as of the corresponding Monthly Billing Date after deducting (a) all previous payments, (b) current retainage, and (c) any amounts previously paid for Products returned to Seller as being unsatisfactory or not conforming to the requirements of the Contract Documents, and (d) any sum reasonably necessary to protect Purchaser from any breach of this Purchase Order by Seller. In the event that Purchaser withholds funds pursuant to paragraph 3(d) of this Purchase Order, Purchaser shall send Seller written notice specifying the nature and basis of any withholding which Purchaser invokes pursuant to such paragraph.

A final payment, consisting of the unpaid balance of the Price, shall be made within thirty (30) days after the last of the following to occur: (a) Purchaser's receipt of all Products in satisfactory condition, (b) unqualified acceptance thereof by Architect and Owner, (c) final payment by Owner to Purchaser on account of the Products including retainage, (d) delivery of all guarantees, certifications, and information required under the Contract Documents; (e) delivery of a general release, in a form satisfactory to Purchaser, executed by Seller to and in favor of Purchaser and Owner; (f) delivery of a final waiver and release of lien, (g) all compliance items are up-to-date and have been uploaded to GCPay.com by Seller, and (h) Seller has executed and returned Contractor's Final Change Order; confirming that Final Payment waives and releases any and all rights to liens and/ or claims against Contractor, its Surety or Owner.

4. **PAYMENT CONDITIONS.** Seller will receive the payments made by Purchaser and will hold the right to receive such payments in trust to be applied first to the payment of laborers, suppliers, and others responsible for providing and delivering the Products identified to such payments, and all taxes and other costs applicable thereto; and Seller will so apply the payments from Purchaser. When requested by Purchaser, Seller shall furnish satisfactory evidence to verify compliance with these requirements.

Purchaser reserves the right to withhold, as an additional reserve and without limiting its other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any claim that Seller has failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the Products or has caused damage to the Products; (b) to reimburse Purchaser for any backcharges incurred as a result of any act or omission by Seller hereunder; (c) to protect Purchaser from the possible consequences of any other breach or default by Seller hereunder; or (d) to secure Purchaser with respect to any breach or default by Seller or its affiliates, parent company and subsidiaries under any other agreement.

Payment hereunder shall not be evidence of the proper performance or progress of the Products and no payment shall be construed to be acceptance of defective, faulty or improper work or materials.

5. **TIME.** Seller shall immediately begin work to insure that delivery of the Products shall be made in accordance with the requirement of the Schedule. Time is of the essence of this Purchase Order, and it is essential that the Products be provided to Purchaser in a manner and in accordance with the Schedule so as to permit Purchaser to complete construction of the Project in the fastest and most efficient manner possible.

The schedule, referenced in Exhibit A, has been prepared by Purchaser to indicate delivery dates by which Products must be delivered to the Job Site in satisfactory condition in order to assure construction of the Project in accordance with Purchaser's Schedule. The dates indicated in Exhibit A, both as to submittals of shop drawings, samples, certifications, guarantees, and other required or reasonably requested information, and as to deliveries of Products, may be modified only in accordance with the provisions contained therein.

Seller understands and acknowledges that Purchaser's maintenance of its construction schedule on the Project depends upon timely receipt of the Products and it is therefore essential that Purchaser be advised immediately of any circumstances which could delay the delivery of the Products (or any portion thereof) in accordance with the Schedule by telephone or telefax, followed by a written notice confirming such fact within two (2) calendar days after the commencement of any such delay so that action may be taken to mitigate the consequences of any such delay and arrangements for alternative solutions can be made.

Seller hereby warrants and represents to Purchaser that, so far as it is possible to know after making a thorough investigation and review, all Products shall be manufactured and delivered at the time or times required in the Schedule.

6. **WARRANTIES.** Seller warrants to Purchaser and Owner that all goods furnished under this Purchase Order will be new unless otherwise specified and will be of good quality, free from faults and defects and in conformance with the description of the

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Products contained in Exhibit A and the Contract Documents. Without limiting the warranties referred to above or any other warranties required by the Contract Documents or prescribed by law, Seller assumes and adopts, for the benefit of Purchaser and Owner, all standards, descriptions, specifications, warranties, and guarantees required of Purchaser as expressed in the Contract Documents, or this Purchase Order, with respect to the Products. Unless a more stringent requirement is imposed by the Contract Documents or by law (which more stringent requirement is hereby incorporated by reference into Seller's requirements under this Purchase Order), Seller agrees to correct promptly all Products found to be faulty or defective or not in accordance with the Contract Documents for a period of one (1) year after the date of acceptance of the Project by Owner. Seller shall also be responsible for all costs required, including but not limited to demolition, cutting, movement of equipment and other incidental work required to remedy the defect in the Products. If Owner elects to accept defective or non-conforming Products, Purchaser may require an appropriate reduction in Price, in, an amount required of Purchaser by Owner, instead of requiring correction.

7. **ASSIGNMENT.** Seller shall not assign this Purchase Order, or any amounts due or to become due hereunder, or subcontract any substantial portion hereof, without the prior written consent of Purchaser. Seller shall not be relieved of its duties and obligations hereunder by any assignment or subcontract and shall remain as fully responsible for the acts and omissions of its assignees and subcontractors, as Seller is for its own acts and omissions and those of its agents, servants, and employees. No assignment by Seller of any right hereunder shall be effective and any such attempt shall be null and void. No third party shall have any right to enforce any right of Seller under this Purchase Order.

8. **DELAYS.** Seller shall be liable for any and all damages incurred by Purchaser by reason of delays in Seller's performance hereunder, unless such delays result directly from an act of God (as such shall be defined in the Contract Documents) or active interference of Purchaser. If Seller for any reason, other than the fault or neglect of Purchaser, fails to perform, or if it becomes reasonably apparent that Seller will fail or be unable to perform within the time required by this Purchase Order, Purchaser, without limiting its other remedies, may, upon three (3) calendar days written notice to Seller, obtain substituted performance in a commercially reasonable manner and offset or recover against Seller the cost thereof.

9. **DEFAULT-REMEDIES.** Should Seller at any time: (a) fail to supply the materials, equipment, and other things required of it in sufficient quantities and of required quality to perform its obligations hereunder with the skill, conformity, promptness and diligence required hereunder; (b) become insolvent; or (c) fail in the performance or observance of any of the covenants, conditions, or other terms of this Purchase Order, then in any such event, each of which shall constitute a default hereunder by Seller, Purchaser shall, after giving Seller notice of default and forty-eight (48) hours within which to cure, have the right to exercise any one or more of the following remedies:

(i) require that Seller utilize, at its own expense, overtime labor and additional shifts as necessary to overcome the consequences of any delay attributable to Seller's default;

(ii) attempt to remedy the default by whatever means Purchaser may deem necessary or appropriate, including, but not limited to, correcting, furnishing, delivering, or otherwise completing the Products, or any portion thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Seller) and deducting the cost thereof (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) from any monies due or to become due to Seller hereunder;

(iii) recover from Seller all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Purchaser's cost of insurance resulting from Seller's failure to maintain insurance coverages required hereunder), and all reasonable attorneys' fees and other expenses suffered or incurred by Purchaser by reason or as a result of Seller's default.

After the procurement of the Products by the exercise of any one or more of the above remedies and acceptances of the Products by Architect and full payment therefor by Owner, Purchaser shall promptly pay Seller the undisbursed balance of the Price, if any. If the cost of remedying any default or procuring any substitute Products, plus the allowance for administrative burden, together with any other damages or losses sustained or incurred by Purchaser, shall exceed the undisbursed balance of the Price, Seller and its guarantors, if any shall pay the difference within fifteen (15) days of written demand from Purchaser.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity. Seller's guarantors, if any, agree to be bound to Purchaser with respect to such remedies.

Except as limited by this Purchase Order or the Contract Documents, Seller shall have the remedies available at law or in equity for a material breach of this Purchase Order by Purchaser. Any default by Purchaser shall be deemed waived unless written notice thereof shall have been received by Purchaser within seven (7) days of the occurrence thereof.

10. **TITLE-SECURITY INTERESTS.** This Purchase Order is for an entire and indivisible performance set forth in paragraph 1, notwithstanding provision for partial deliveries or payment in installments. In the event that full or partial payment is made by Purchaser to Seller prior to the delivery of all the Products, title to all goods identified to the Contract at the time of such payment or thereafter shall pass to Purchaser, and Seller shall be deemed a bailee of all items remaining in its possession. Additionally, Seller grants to Purchaser a security interest in all goods which are or may become identified to the Contract at any time, which security interest shall be in addition to all rights of the Purchaser under this Purchase Order or applicable laws. All goods in which Seller has, or comes to have, an interest and which either conform to the Contract specifications, or which could be incorporated into conforming goods by Seller's manufacturing processes, shall be deemed identified as goods to which this Purchase Order refers from the date of this Purchase Order.

11. **INSURANCE.** Notwithstanding any other provision of this Purchase Order or any requirement of law to the contrary, the risk of loss or damage to the goods identified to the Contract shall be and remain with Seller until the time of acceptance of conforming goods by Purchaser hereunder; and Seller shall maintain adequate and commercially reasonable insurance coverages for all Products identified to the Purchase Order to the full extent of their insurable value and Purchaser's security interest in the Products identified to this Purchase Order shall extend to the proceeds of insurance thereon. Insurance coverage shall comply with the requirements of Exhibit E attached herewith.

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In addition to the above, Seller shall obtain and maintain at its expense for the duration of this Purchase Order, insurance coverages including, but not limited to, Workmen's Compensation, Comprehensive General Liability, and comprehensive Automobile Liability, in amounts which are reasonable and adequate for its operations in connection with the Project and shall insure that such coverages are provided by companies delivering materials to the Project on Seller's behalf.

As may be reasonably requested by Purchaser in writing, Seller shall furnish a certificate, satisfactory to Purchaser, from each insurance company showing the required insurance to be in force and stating that the insurance will not be canceled or changed except upon at least thirty (30) days written notice thereof to Purchaser or as otherwise required by the Contract Documents.

To the extent that Purchaser and Seller maintain insurance coverage for loss or damage to property, each hereby waives subrogation of claims against the other, the Owner, and their agents, employees and servants.

12. **COMPLIANCE:** Seller shall, at its own expense, obtain all necessary licenses and permits pertaining to the Products and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Products, including but not limited to, those relating to safety. Seller shall promptly correct any violations of such statutes, ordinances, rules, regulations and orders committed by Seller, its agents, servants and employees; and Seller shall receive and respond to, and shall defend, indemnify and save harmless Purchaser and Owner, as well as anyone to whom Purchaser is obligated, and their agents, servants and employees from and against any loss, liability, or expense arising from any such violations and any citations, assessments, fines, or penalties resulting therefrom.

13. **INDEMNITY.** To the fullest extent permitted by law, Seller agrees to defend, indemnify and save harmless Purchaser and Owner, as well as any other parties which Purchaser is required under the Contract Documents to defend, indemnify and hold harmless, and their agents, servants and employees, from and against any claim, cost, expense, or liability (including attorneys' fees), attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with the Products, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Seller's duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. The provisions of any worker's compensation act insurance hereunder shall not limit seller's obligation. Seller hereby agrees that One Hundred Dollars and No/Cents (\$100.00) of the Price constitutes the separate consideration for Seller's indemnity hereunder. Such amount shall be deemed paid out of the first application for payment paid hereunder.

Should Owner or any other person or entity assert a claim or institute a suit, action, or proceeding against Purchaser involving a claim arising out of the Products, Seller shall upon request of Purchaser promptly assume the defense of such claim, suit, action or proceeding, at Seller's expense, and Seller shall indemnify and save harmless Purchaser as well as anyone to be defended, indemnified and held harmless by Purchaser and its or their agents, servants and employees, from and against any liability, loss, damage, or expense arising out of or related to such claim, suit, action, or proceeding.

14. **INSPECTION.** Purchaser and its authorized representatives shall have the right, but not the obligation, to inspect the goods to be furnished hereunder at all reasonable times and places before and after delivery.

15. **SUBSTITUTIONS.** Substitutions or alternates shall be permitted only in accordance with the terms of the Contract Documents and as approved by the Architect (or Owner) and Purchaser based on timely and adequate request by Seller.

16. **CHANGES.** Seller agrees to be bound by changes to the Contract Documents to the same extent as Purchaser may be bound thereby. Upon request of Purchaser, and in a time and manner sufficient to permit Purchaser to comply with its obligations under the Contract Documents, Seller shall submit a written proposal for any applicable Price and time adjustment attributable to any change to the Products, detailed as Purchaser or Owner may require, supported by and conforming to the requirements of the Contract Documents. Seller hereby expressly waives any claims for extras, additional charges, or any increase in the Price except as expressly agreed on in writing in advance between Purchaser and Seller. Unless Purchaser and Seller shall have agreed in writing in advance to an increase in the Price, no claims for any amounts in excess of the Price shall be valid and Seller hereby waives any such claims.

17. **DISCOUNTS.** If Seller's invoices are subject to cash discount, the discount period will be calculated from the date Purchaser receives the invoice, unless otherwise indicated under "Discount Terms" on page 1 of this Purchaser Order.

18. **DISPUTES.** A. Any claim, dispute, or controversy between Purchaser and Seller shall be conclusively resolved and settled as follows:

Seller shall conclusively be bound by and abide by Purchaser's decision, unless Seller shall timely commence arbitration proceedings in strict accordance with the following provisions:

(i) If Seller decides to appeal the decision of Purchaser, then the controversy shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association prevailing at that time, and the arbitration decision shall be final and binding upon both parties; provided, however, that arbitration proceedings shall be commenced by Seller not later than 30 days following Seller's receipt of notice of Purchaser's decision; otherwise, the Purchaser's decision becomes final and binding. Venue for arbitration or any subsequent litigation whatsoever shall be in the city of Purchaser's office as shown on page 1 of this Agreement.

(ii) Any arbitration arising out of or relating to this Agreement or the breach thereof may, at Purchaser's sole option and election, include by consolidation, joinder or any other manner, any other entities or persons whom Purchaser believes to be substantially involved in a common question of fact or law. Without limiting the generality of the foregoing, this provision shall specifically entitle Purchaser, at its sole option and election, to consolidate any arbitration proceeding between Purchaser and Seller with any other arbitration proceeding(s) arising out of the same Project (unless and except to the extent Purchaser is precluded from doing so by the terms of its arbitration agreement with the parties to the other arbitration proceeding(s)).

(iii) In the event Seller fails to abide by a final binding decision of Purchaser or any arbitrator(s). Purchaser shall have the right to enforce said decision by withholding appropriate sums from any payments that would otherwise be due Seller, or, to the extent the Subcontract balance is insufficient to satisfy Seller's obligation, by legal action; with all costs of such legal action, including Purchaser's reasonable attorneys' fees, to be borne by Seller.

B. In the event of any dispute between Owner and Purchaser or Seller relating to the Subcontract or a breach thereof, Seller agrees to exhaust all remedies available through Purchaser under Purchaser's Contract with Owner prior to instituting any separate action or, in the event that a separate action is instituted prior to the exhaustion of the aforesaid remedies, Seller agrees to stay said action pending the exhaustion of all remedies against the Owner. Seller also agreed to be bound to Purchaser to the same extent Purchaser is bound to Owner by the final decision resulting from arbitration or of a court of competent jurisdiction, whether or not Seller is a party to such proceeding. If such dispute is prosecuted or defended by Purchaser against Owner under the terms of the Purchaser's Contract with Owner or in any court action, arbitration, or other proceeding, Seller shall be afforded a reasonable opportunity to present information and testimony involving its rights and shall have the duty to cooperate with Purchaser. Seller agrees to furnish to Purchaser at no cost all documents, statements, witnesses and other information required by Purchaser for such purpose, to fully cooperate with and assist Purchaser with respect thereto, and to pay or reimburse Purchaser for all expenses and costs, if any, incurred by Purchaser in connection therewith.

In any arbitration proceeding, Seller agrees to the appointment of arbitrators as may be selected by Purchaser and Owner pursuant to the requirements of the arbitration provision in the Purchaser's Contract with Owner. It is expressly agreed and understood that as to any and all materials or services furnished or agreed to be furnished by Seller, and as to any and all damages, if any, incurred by Seller in connection with this Project, Purchaser shall never be liable to Seller to any greater extent than Owner is liable to Purchaser for same.

C. In the event of any claim by Seller or dispute between Seller and Purchaser, Seller and its sureties agree to be bound to Purchaser to the same extent that Purchaser is bound to Owner by the terms of the Purchaser's Contract with Owner and by any and all decisions or determinations made thereunder by the party or entity so authorized in Purchaser's Contract with Owner.

D. No claim, dispute or controversy shall interfere with the progress of construction, and Seller shall proceed with its work without interruption, deficiency or delay irrespective of any claim, dispute, or controversy which may arise.

E. Should either party to this Agreement demand arbitration or institute a lawsuit to enforce any of the provisions hereof, to protect its interest in any matter arising under the Subcontract, to collect damages for the breach of the Subcontract, or to recover on a surety bond given by a party to the Subcontract, the prevailing party shall be entitled to recover, and the losing party agrees to pay, all reasonable attorneys' fees, costs, charges, and expenses expended or incurred therein.

Seller agrees to continue to perform the Work despite the existence of claims, disputes or the pendency of any arbitration. The existence of an unresolved claim, dispute or the pendency of an arbitration shall not be grounds for any failure to perform by Seller nor limit the right of Purchaser to proceed, in good faith, to remedy any default by Seller.

Seller agrees to continue to furnish the Products in accordance with the Schedule despite the existence of disputes. The existence of a dispute shall not be grounds for any failure to perform by Seller nor limit the right of Purchaser to proceed, in good faith, to remedy any default by Seller.

19. EARLY TERMINATION. If Owner terminates its contract with Purchaser or stops work on the Project, Purchaser may terminate this Purchase Order for the same reason, and Seller's rights and remedies (including the basis for compensation) shall be limited to the corresponding rights and remedies available to Purchaser under the Contract Documents. Should this Purchase Order be terminated for default, Seller shall assign all purchase orders or other contracts necessary for the manufacture or assembly of the Products to Purchaser if Purchaser, in its sole and absolute discretion, requests such assignments. Nothing herein shall create any duty on the part of Purchaser to accept the assignment of any purchase order or contract hereunder.

Further, in its sole discretion and without notice to any guarantors, Purchaser may terminate this Purchase order for its convenience upon the giving of written notice to Seller. In no event shall Seller be entitled to consequential damages or loss of profits on portions of the Products not yet produced. If terminated for convenience, Seller shall be entitled to be paid all costs actually incurred in the manufacture of the Products provided hereunder, including reasonable and necessary costs of termination.

20. NOTICES. All written notices provided for in this Purchase order or in the Contract Documents shall be deemed given if delivered personally to a responsible representative of the party or if sent by email or by telecopy (with the original written confirmation copy following) or by regular mail to the party at its address specific herein. Either party may from time to time, by notice to the other as herein provided, designate a different address to which notices to it should be sent.

20. MISCELLANEOUS. (a) All matters relating to the validity, performance, or interpretation of this Purchase Order shall be governed by the law applicable to the validity, performance, or interpretation, as the case may be, of the Contract Documents.

(b) This Purchase Order, including the documents incorporated herein by reference, embodies the entire agreement of the parties and supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof.

(c) The provisions of this Purchase Order and the Contract Documents are intended to supplement and complement each other. If, however, any provision of this Purchase Order irreconcilably conflicts with a provision of the Contract Documents, the provision imposing the greater duty on the Seller shall govern.

(d) In connection with the performance of work under this Purchase Order, the Equal Opportunity Clauses as set forth in Section 202 of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, are incorporated by reference.

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IN WITNESS WHEREOF, the parties have duly executed this Purchase Order as of the date first above written.

Seller (Printed Name of Seller)

THE EVERGREEN CORPORATION
DBA EVERGREEN CONSTRUCTION
Purchaser

By: _____
(Signature)

By: _____
(Signature)

Name/Title _____
(Printed Name & Title)

Name & Title **William F. McCorkle, Vice President**
(Printed Name & Title)

Seller Select One

Seller's Business/Occupation License Number _____ City/County _____ State _____

Copy of current Business/Occupation License must be attached.

Seller's Federal Employer Identification No: _____

If no Federal Employer Identification Number, enter business owner's Social Security No. _____

Copy of W9 Form must be attached.

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EXHIBIT A - Products and Price:

The Products referred to in this Purchaser Order consist of the items described below which are being purchased for the Price indicated, which includes freight costs to Job Site unless otherwise indicated and taxes payable by Seller as shown.

Seller to supply all _____ in accordance with the Contract Documents listed in Exhibit B, without exception, unless otherwise herein provided, subject to the approval of the Architect, Owner, and Contractor. Particular reference is made to Specification Sections _____.

1. Supplier agrees that all products supplied for this project will be in strict accordance with the Contract Documents. **NO SUBSTITUTIONS WILL BE ALLOWED!**

Price (Excluding Taxes)	\$
* Sales/Use Taxes for State of Georgia	\$
Sales Taxes for County of Towns	\$ _____
** Total Lump Sum PURCHASE PRICE as shown on page 1	\$

***Sales Taxes** shall be payable by Seller when title to Products is transferred within State in which Seller is located (i.e., Job is located in same State or products are shipped "Freight Allowed" instead of "F. O. B." to job in another state).

Use Taxes shall be payable by Seller only if Seller has a valid tax registration number for state to which products are shipped F. O. B. to job in state where Seller is not located.

Seller's Tax Registration Number for State of _____ is _____.

EXHIBIT C - CONTRACTOR'S STANDARD ACCIDENT PREVENTION PROGRAM FOR SUBCONTRACTORS

THIS PROGRAM IS MADE AVAILABLE IN ACCORDANCE WITH THE SAFETY CLAUSE OF YOUR SUBCONTRACT. ALL OR PARTS OF THE CONTENTS OF THIS PROGRAM WILL APPLY TO YOUR WORK DEPENDING ON THE NATURE OF YOUR WORK AND THE SEQUENCE OF YOUR WORK.

ADVANCE ANALYSIS

Before starting work on any job, Subcontractor shall make a complete analysis of the plans and specifications in order to determine the exposure to accidents, which may develop on the jobsite. With this information, Subcontractor will be able to make plans to control all exposures before contributing to an accident or loss.

SAFETY INSTRUCTIONS WITH WORK ASSIGNMENTS

Any Subcontractor's employee supervising or assigning work to any man or group of men, will in each instance give sufficient caution with the assignment to adequately provide safety in the operation. This same principle will apply when changing personnel from one work area to another. Hazardous chemicals will be discussed with guidelines on use and protective equipment required.

SAFETY TRAINING SESSIONS

- A. Subcontractor shall attend periodic supervisory safety training sessions held by the Contractor's Superintendent or his designated representative. (at least monthly)
- B. Subcontractor's foreman shall hold weekly "tool box" safety training sessions with their own personnel to encourage employees' interest in safety and to give specific safety instructions relative to existing or expected hazards. Notes and minutes of these safety meetings and training sessions shall be documented, with 'sign-in' sheets and submitted to Contractor's Superintendent and/or main office.

FIRST AID

Adequate first aid supplies shall be maintained by Subcontractor. These should be stored in a special kit or box. Treatments shall be administered by the most qualified person appointed by Subcontractor, preferably someone who has completed a Red Cross first aid training course.

ACCIDENT INVESTIGATION AND REPORTING

All accidents shall be investigated by Subcontractor and reviewed by the Contractor's Superintendent. Subcontractor shall fill out and submit a copy of "Subcontractor's Report of Accident" form on all accidents, including verification of Post Accident Drug and Alcohol testing, to be turned in to Contractor's Superintendent within 24 hours. Report forms can be obtained from Contractor's Project Manager or Superintendent and are located in Contractor's Safety Manual. A copy of this report as well as all First Report of Injury forms, required by State and Local authorities, must be forwarded to the Contractor's main office. These forms shall note the action taken to prevent a recurrence.

PROTECTIVE EQUIPMENT

The protective equipment to be furnished by Subcontractor to his employees shall be determined by the advance analysis of the job and by conditions that occur as the work progresses. However, on all jobs the following protective equipment shall be the minimum:

- A. Safety goggles or face shields shall be issued to employees who are engaged in chipping, grinding, or performing any operations where they are exposed to eye hazards. Eye Protection must bear the "Z87" stamp.
- B. Welders' hoods and face shields must be worn only by attaching them to hard hats.
- C. Hard hats are to be worn throughout the jobsite, at all times, start to finish of job.
- D. Subcontractor shall require his employees to wear work shoes in good condition.
- E. Life preservers shall be provided and shall be worn by all employees wherever working over water.
- F. Subcontractor is responsible for enforcing the use of protective equipment worn by its employees.
- G. Hearing protection shall be worn when work involves or is near abnormal noise levels.
- H. All jobsite workers shall wear a highly visible, bright colored safety vest, warning vest or safety shirt.

HOUSEKEEPING

- A. Plastic bottles, scraps, paper cups and similar rubbish shall be placed by subcontractor's employees in trash containers for that purpose. No glass containers onsite.
- B. Rubbish, debris and waste materials shall be removed from the work area daily by subcontractor's employees. Form and scrap lumber with protruding nails shall be kept clear from all work areas.
- C. Stairways, ladders, ramps, platforms, walkways and work areas shall be kept clear and clean of loose material and trash by subcontractors employees.
- D. All material must be kept back from the outer edge of a building a minimum of 10'-0" at building perimeter and 6'-0" at interior floor openings.

SCAFFOLDS

- A. All scaffolding shall be erected by a competent person. All scaffolding shall be thoroughly checked by the subcontractor's competent person before and after erection and at least daily while in use. All scaffolding must conform with OSHA standards.
- B. All scaffolding over ten feet in height shall be equipped with guard rails and toe boards. Guard rails must support a 200-pound thrust.
- C. All scaffolding, other than suspended scaffolding, shall be erected on firm level foundations and shall be braced or guyed to the structure.
- D. Planking shall have at least twelve inches of overlap and extend six inches beyond center of support or be cleated at both ends to prevent sliding off supports. Planking shall be 2 x 10 nominal lumber or greater.
- E. Access ladders permanently secured shall be provided on all scaffolding, and employees will be prohibited from climbing on structural members.
- F. All scaffolding shall have proper access.
- G. Do not ride rolling scaffolds, and remove all material from the platform before moving the scaffold.
- H. Workers on a swinging scaffold shall be tied off to the building with a full body harness with an independent life line and guardrails. There shall be a safety life line for each person.

LADDERS

- A. All ladders shall be inspected at least weekly. Broken and or damaged ladders shall be removed from service immediately and destroyed. All ladders must conform with OSHA standards.
- B. All straight ladders shall be set on firm level foundations at a four (4) to one (1) pitch, have clear access at top and bottom, extend the landing a minimum of 36 inches and be secured against movement while in use. All ladders shall be secured top and bottom. Safety feet will be used on all straight ladders.
- C. Portable metal ladders shall not be used for electrical work or where they might contact electrical conductors.
- D. Single portable ladders over 24 feet in length shall not be used.
- E. A double-gang ladder or two single-gang ladders must be available when 25 or more workers must access each elevated working surface above ground level.

FLOOR OPENINGS AND STAIRWAYS

- A. At all unprotected floor openings and stairways, provisions shall be made by Contractor, or erecting Subcontractor for barriers and toe boards. These shall remain in place until the openings have been closed or permanent stairs installed. When Subcontractor must remove such barriers in the performance of their work, they are responsible for replacing barriers so as to provide maximum protection at all times.
- B. Never, under any circumstance, cover a floor opening with a piece of plywood, sheetrock, or other unsuitable material. All floor coverings must support a minimum of 500 lbs. or twice their intended load, whichever is greater. All floor openings must be marked with the word "Hole" or "Cover" and fully secured.

FIRE PROTECTION

- A. Gasoline or other flammable liquids shall be stored in UL approved safety containers and properly labeled.
- B. Approved heating devices, stove pipes, etc. shall be properly insulated to prevent setting fire to adjacent structures.
- C. Fire extinguishers shall be selected by Subcontractor on the basis of type of fire anticipated. Extinguishers, fire barrels, sand pails, hose lines, etc. shall be located where they are readily accessible and easily visible.
- D. Do not smoke or use an open flame, exposed heating element or any other sources of ignition in areas or rooms where spray painting is done.
- E. A fire extinguisher shall be adjacent to all stairwells and within reasonable of travel distance at all times.

POWER TOOLS

- A. Provisions shall be made on each jobsite for the grounding of all fixed and portable electrical tools and equipment.
- B. It shall be the responsibility of Subcontractor to ascertain that all power saws and grinders in use are provided with the proper guards.
- C. Power saws shall be operated only by authorized and qualified personnel.
- D. All extension cords shall be of the rounded type utilizing twist lock connections rated for heavy duty use.
- E. Faulty electrical cords shall be removed from service and destroyed immediately.

POWDER ACTUATED TOOLS

- A. Low velocity pistol type tools with a pistol grip shall be used in all cases where applicable.
- B. High velocity tools shall be used only for those applications where low velocity tools will not meet job requirements. When a high velocity tool is no longer required, it shall be removed from the jobsite.
- C. Powder actuated tools shall be used, operated, repaired, serviced, and handled only by authorized personnel who have been trained and certified by the manufacturer and workers must carry the certified "card". Tools will be tested daily and all defects corrected before use.
- D. Tools shall not be loaded until immediately before use. Loaded tools shall not be left unattended.

EXCAVATION / TRENCHES

- A. Subcontractor shall have an "excavation competent person" onsite during excavation operations.
- B. The sides of trenches five feet or more in depth entered by personnel shall be sloped, shielded, or shored.
- C. Ladders that extend at least three feet above the edge of the trench shall be located as to require no more than 25 feet lateral travel for rapid exit in case of emergency.
- D. All equipment and spoils should be kept a minimum of 2'-0" from the top of slope.

PUBLIC AND PROPERTY PROTECTION

- A. Only authorized personnel shall be allowed on the jobsite.
- B. Barricades and warning lights shall be provided on all open ditches and excavations where there is a public exposure.
- C. Blasting, pile driving, underpinning and similar operations may present special exposures to adjoining or adjacent structures. When such operations are planned, it is important that the subcontractor's foreman or project manager make a preliminary survey of the property to determine structural defects, which exist. If such defects exist and there is a possibility of aggravating them, precise pre-construction surveys should be made to establish that the conditions were not caused by our operations but existed before the job started. Depending on the seriousness of the possible aggravations, these surveys should be made by an independent, qualified professional engineer and may include photographs, which should be made and dated by an impartial commercial photographer.

PROJECT SAFETY RULES

1. THE USE OR POSSESSION OF INTOXICANTS OR NON-APPROVED DRUGS ON OR AROUND THE JOBSITE IS STRICTLY PROHIBITED. NO EMPLOYEE WILL BE ALLOWED TO REPORT FOR WORK WHILE UNDER THE INFLUENCE OF INTOXICANTS OR DRUGS. VIOLATION OF THIS RULE BY ANY EVERGREEN EMPLOYEE WILL RESULT IN IMMEDIATE TERMINATION. VIOLATION BY OTHER PERSONS WILL RESULT IN IMMEDIATE, PERMANENT REMOVAL FROM THE JOB.
2. HARD HATS WILL BE WORN AT ALL TIMES BY ANY PERSON ENTERING THE JOBSITE.
3. ALL EMPLOYEES ARE REQUIRED TO WEAR SHOES THAT MEET OSHA GUIDELINES. NO TENNIS SHOES ARE ALLOWED.
4. DRESS ON SITE MUST CONFORM TO OSHA GUIDELINES. SHIRTS OR T-SHIRTS WILL BE WORN AT ALL TIMES. NO CUT OFF SHIRTS WILL BE PERMITTED.
5. EYE AND EAR PROTECTION IS REQUIRED WHEN WORKING CONDITIONS OR TOOLS BEING USED REQUIRE SUCH PROTECTION.
6. NO RADIOS, TAPE DECKS, CD PLAYERS, MP3, OR SIMILAR DEVICES ARE ALLOWED ON THE JOBSITE.
7. A COMPLETE FIRST AID KIT IS AVAILABLE AT THE FIELD OFFICE.
8. NO WEAPONS OR FIREARMS ARE ALLOWED ON THE JOBSITE.
9. NO GLASS CONTAINERS WILL BE PERMITTED ON THE JOBSITE.
10. ALL PERSONS AND VEHICLES ENTERING THE PROJECT ARE SUBJECT TO REASONABLE SEARCH UPON ENTERING OR LEAVING.
11. ALL PERSONS WORKING ABOVE GROUND MUST FOLLOW THE MOST CURRENT OSHA FALL PROTECTION GUIDELINES.
12. ALL ACCIDENTS MUST BE REPORTED TO THE PROJECT SUPERINTENDENT.
13. M.S.D.S. INFORMATION IS AVAILABLE AT THE FIELD OFFICE.
14. ANY PERSON DESIRING TO WORK ON THE PROJECT MUST ATTEND THE PROJECT SAFETY / ORGANIZATIONAL MEETING HELD ON SITE.
15. AN EVERGREEN SUPERVISOR MUST BE ON SITE AT ALL TIMES WHILE WORK IS TAKING PLACE. THERE SHALL BE NO AFTER HOUR ADMITTANCE TO THE SITE WITHOUT PRIOR SUPERINTENDENT APPROVAL.
16. ALL JOBSITE WORKERS SHALL WEAR A HIGHLY VISIBLE, BRIGHT COLORED SAFETY VEST, WARNING VEST OR SAFETY SHIRT.

**VIOLATION OF THESE RULES BY ANY PERSON
WILL BE GROUNDS FOR DISCIPLINARY ACTION,
TERMINATION AND/OR REMOVAL FROM THE JOBSITE**

EXHIBIT D - ALCOHOL & DRUG TESTING PROGRAM COMPLIANCE

Subcontractor agrees to be responsible for implementing and maintaining an effective Substance Abuse Program. Should Subcontractor not have a written Substance Abuse Program, it agrees to abide by the minimum standards stated herein. Any costs incurred in the adoption, implementation or administration of the Subcontractor's Substance Abuse Program shall be the responsibility of the Subcontractor.

Minimum Standards

The Subcontractor's Substance Abuse Policy prohibits their employees and employees of their Subcontractors or Suppliers, from the following:

1. Reporting to and/or being at work under the influence of illegal drugs, unauthorized controlled substances, alcohol or other intoxicants.
2. The on-premises use, manufacture, distribution, dispensing, possession, sale, or purchase of illegal drugs, drug paraphernalia, or any unauthorized controlled substance.
3. Reporting to and/or being at work under the influence of prescribed or over the counter drugs where such use prevents the employee from performing the duties of the job or poses a safety risk to the employee, other persons or property are prohibited. Legally prescribed drugs may be permitted on the work site or company property provided the drugs are contained in the original prescription container and are prescribed by an authorized medical practitioner for current use by the person in possession. It is the employee's responsibility to inform their supervisor if he is taking a prescribed drug which his attending physician has advised may have adverse side affects.
4. Refusal to comply with authorized search.

Drug and/or Alcohol Testing (urinalysis and/or blood) will be required, but not limited to, the following conditions:

1. Post Accident
Employees will be tested after the occurrence of a work place accident or incident resulting in personal injury, injury of co-workers, damage to property or work place circumstances which could have resulted in personal injury or damage to property.
2. Reasonable Suspicion
All employees are subject to testing for reasonable suspicion.
3. Random
All employees will be subject to unannounced random drug tests.

The following are minimum disciplinary actions to be implemented under Subcontractor's Substance Abuse Program.

1. Positive Drug Tests
Any employee who tests positive for an unauthorized, illegal drug or alcohol, as determined by the testing laboratory's testing thresholds, will not be permitted to work on property under the control of Evergreen Corporation.
2. Refusal to Comply
Any employee who refuses to submit a urine or blood sample for testing under this Policy, will be treated as a positive drug test. Any employee who refuses to execute the necessary paperwork, or who fails to disclose ingested drugs, or who refuses to cooperate with a search, or otherwise fails to cooperate with the Substance Abuse Policy will be treated as a positive drug test.

