

SERVICES AGREEMENT

This agreement (the “**Agreement**”) made as of this _____ day of _____, 2020, sets forth the agreement between the following parties in connection with the Project identified below.

Contractor: Flatiron/Dragados, LLC, a corporation incorporated under the laws of Delaware, and having a place of business at 2506 North Port Avenue, Corpus Christi, Texas 78401

Services Provider: [name] of [insert correspondence address]

Project: US-181 Harbor Bridge Replacement Project Corpus Christi, Texas

Owner: Texas Department of Transportation

Developer: N/A

Services: [brief description of services, e.g. traffic control services, consultancy, etc.]

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Services Provider agree as follows:

ARTICLE 1 SCOPE OF SERVICES

1.0 The Services Provider agrees to perform the following described work (hereinafter, “Work” or “Services”) for the benefit of Contract in its performance of its obligations under a contract between Contractor and Developer (“Prime Contract”). Such services are described in detail in Exhibit A attached hereto.

1.1 Agreement Documents. The documents consist of this Agreement and the following listed documents, which are all incorporated by reference and made a part hereof:

Exhibit “A” – Scope of Work

Exhibit “B” – Schedule of Fees

Exhibit “C” – Insurance Requirements

Exhibit “D” – Owner-Required Clauses

Exhibit “E” – Jobsite Rules, Safety Requirements and Subcontractor/Service Provider

Exhibit “F” – Federal Requirements

Exhibit “G” – DBE Special Provisions for Non Traditional Contracts

Exhibit “H” – Partial Lien Waivers and Affidavits Format

- 1.2 Professional Manner. Services Provider, or such employees or agents of Services Provider acting on his, her or its behalf, shall perform the Services described in this Agreement in a professional, competent, efficient and satisfactory manner. Services are described in terms of expected results. The manner and means of performance of the Services shall be determined solely by Services Provider; provided Contractor may set specifications for results, and the parties may agree to a completion schedule and Service Provider shall comply with all Contractor safety protocols as described in Article 4.
- 1.3 Own Materials. Services Provider shall provide his, her or its own implements and materials, as applicable; provided that Contractor may provide, at its sole discretion, necessary materials and equipment. Services Provider shall determine, with input from Contractor, when it will perform the Services and whether the Services can be most effectively provided at Contractor's premises, at Services Provider's offices or at other locations.
- 1.4 Standard of Care. The Services provided by Services Provider shall conform to standards of practice customary for the category of professional services described in this Agreement and any applicable provisions of the Prime Contract. For example, if Services as defined herein are for engineering services, Services Provider shall conform to standards of engineering practice customary in the engineering profession for services of a similar nature and in accordance with the applicable provisions of the Prime Contract.
- 1.5 Re-performance of Services. The Services Provider is required to re-perform in a timely fashion any Services rejected by the Contractor, Developer, Owner or any governing authority having jurisdiction over the Services for failing to comply with the terms of this Agreement. The Services Provider shall correct at its own cost and time and bear the expense of additional services for any nonconforming Services for which it is responsible.

- 1.6 Compliance with Laws. Services Provider shall be solely liable and responsible for compliance with all federal, state and local laws, rules and regulations regarding (i) payment of Services Provider's employee wages, taxes, unemployment compensation and other employment related insurance and benefits; (ii) filing of all required reports; (iii) maintaining all appropriate licenses and certifications; (iv) health, safety and all other employment matters; and (v) compliance with all Federal and State laws, rules and regulations regarding equal employment opportunity, employment of veterans, employment of the handicapped, utilization of minority enterprises, age discrimination, including the extent applicable to the manufacture and/or sale of goods purchased hereunder or the contracting or subcontracting of services for the Work hereunder.
- 1.7 Changes. The Contractor may, at any time by written order of Contractor or Contractor's representative and without notice to Services Provider's sureties, make changes in, additions to and deletions from the Work to be performed under this Agreement. Services Provider shall promptly proceed with the performance of this Agreement as so changed. For changes directed by Contractor, Services Provider shall be entitled to an adjustment in the Agreement price for direct costs incurred provided that Services Provider provides Contractor written notice of its intent to claim such an adjustment prior to performing such changed Work. Failure of the Services Provider to provide such notice shall constitute a waiver of such claims by Services Provider.

ARTICLE 2

SCHEDULE

- 2.0 The Services shall be provided in a timely manner and in accordance with the schedule of services and the agreed upon deadlines
- 2.1 Time is of the essence for Services Provider's completion if the Services and the Services Provider agrees to see to the performance of its work and the work of its Services Providers and suppliers so that the entire Project may be completed in accordance with the Prime Contract and the Schedule of Services.
- 2.2 If Services Provider fails to complete its Services within the agreed upon schedule and deadlines, Services Provider shall indemnify Contractor for all damages (or, if applicable, acceleration costs incurred to avoid such damages) actually incurred by Contractor to the extent caused by Services Provider.

ARTICLE 3
COMPENSATION FOR SERVICES

- 3.0 Contractor agrees to pay the Services Provider for the performance of Services in accordance with the rate schedule attached hereto as Exhibit B. These rates are inclusive of all overhead, profit, fees and taxes.
- 3.1 Services Provider shall submit to Contractor every month a certified statement, sworn to if required, showing in detail all amounts due to Services Provider for work performed during the previous month as provided in this Article 3, including backup documents in respect of the Services as reasonably required by Contractor. Payment by Contractor to Services Provider of approved amounts shall be made within 30 days after receipt and approval by Contractor of an invoice from Services Provider.
- 3.2 Contractor may deduct from any amounts due or to become due to Services Provider any amount owed by the Services Provider or Services Provider's affiliated entities to Contractor or Contractor's affiliated entities. In the event of a breach by Services Provider of any terms of this Agreement, Contractor shall have the right to retain out of payments due or to become due to the Services Provider amounts sufficient to satisfy the Contractor from any loss, damage or expense incurred by Contractor.

ARTICLE 4
SAFETY

- 4.0 The Services Provider is required to perform the Services in a safe and reasonable manner. The Services Provider shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect: (a) employees and other persons on the site; (b) materials and equipment stored at the site or at off-site locations for use in performance of the Services; and (c) all property and structures located at the site and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Services.
- 4.1 The Services Provider shall give all required notices and comply with all applicable rules, regulations, orders and other lawful requirements established to prevent injury, loss or damage to persons or property.
- 4.2 The Services Provider shall implement appropriate safety measures, in strict compliance to OSHA pertaining to the Services, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice

procedures to protect persons and property at the site and adjacent thereto from injury, loss or damage. No one under the age of 18 allowed to work.

- 4.3 The Services Provider is required to promptly remedy any loss or damage caused to the work, materials, equipment and property referred to in clauses 4.0(b) and 4.0(c), if said loss or damage is not covered by insurance required under this Agreement, but only to the extent caused in whole or in part by the Services Provider and/or persons or entities performing work or services for or on behalf of the Services Provider, regardless of tier, who have furnished labor, material or services relating to this Services Agreement and for whose acts the Services Provider may be liable.
- 4.4 The Services Provider is required to designate an individual at the site in the employ of the Services Provider who shall act as the Services Provider's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Services Provider in writing to the Contractor, the designated safety representative shall be the Services Provider's project superintendent.
- 4.5 The Services Provider shall give prompt written notice to the Contractor of any accident involving personal injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500.00) in value, or any failure that could have resulted in serious personal injury, whether or not such an injury was sustained.
- 4.6 Prevention of accidents at the site is the responsibility of the Contractor, Services Provider, and all other subcontractors, persons and entities at the site. Establishment of a safety program by the Contractor shall not relieve the Services Provider or other parties of their safety responsibilities. The Services Provider shall establish its own safety program implementing safety measures, policies and standards conforming to those required by governmental and quasigovernmental authorities having jurisdiction and by the Contractor and Owner, including, but not limited to, requirements imposed by this Agreement. The Services Provider shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Services which the Contractors deems unsafe until corrective measures satisfactory to the Contractor shall have been taken. The Contractor's failure to stop the Services Provider's unsafe practices shall not release the Services Provider of the responsibility therefore. The Services Provider shall notify the Contractor immediately following an accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by the Contractor. The Services Provider shall indemnify the Contractor for fines, or penalties imposed on the Contractor as a result of safety violations, but only to

the extent that such fines, or penalties are caused by the Services Provider's failure to comply with applicable safety requirements. Services Provider agrees to indemnify, defend and hold harmless Contractor from any and all liability and damages, fines, costs and attorney's fees incurred by Contractor on account of Services Provider's failure to comply with all safety standards, laws and governmental regulations applicable to the work.

ARTICLE 5 INDEMNIFICATION

- 5.0 Services Provider agrees to indemnify, defend and hold harmless Contractor, Owner and Developer (the "Indemnitees") from and against all claims, liability, loss or expense, including legal fees and court costs arising out of or in connection with (a) Services Provider's acts or omissions (b) Services Provider's breach of any and all terms and conditions under this Agreement (c) Services Provider's failure to pay any or all costs, taxes and expenses incurred by or imposed upon Services Provider in the performance of this Agreement.

ARTICLE 6 INSURANCE

- 6.0 Throughout the term of this Agreement and thereafter as applicable, Services Provider shall maintain insurance of the type and on the terms and conditions set forth in Exhibit C attached hereto and made a part hereof for all purposes.
- 6.1 Nothing contained in this Article 6 shall be construed as a limitation of Services Provider's liability for damage or injury, including death, which arises out of Services Provider's performance of its obligations under this Agreement.

ARTICLE 7 TERMINATION

- 7.0 This Agreement may be terminated for cause by either party at any time in the event of breach by the other party of its material obligations under this Agreement upon seven days written notice by registered or certified mail, return receipt requested. The notice shall contain the stated cause(s) for termination provided that the notified party may cure its default within such period (or commence to and expeditiously continue to cure same if such default cannot be cured within 7 days), in which event the termination notice shall be deemed null and void.

- 7.1 Further, in its sole discretion, Contractor may, at any time, terminate this Agreement for its convenience upon giving written notice to Services Provider. Termination shall take effect immediately upon the date set forth in the notice. Services Provider shall be entitled to be paid for all services satisfactorily rendered and expenses incurred to the date of termination but in no event shall Services Provider be entitled to consequential damages or loss of profits on services not yet rendered.
- 7.2 Upon termination, Services Provider shall immediately discontinue the Services, vacate the site and return all material and equipment belonging to Contractor.

ARTICLE 8 RECORDS

- 8.0 Services Provider shall (a) maintain orderly files of correspondence, reports, work product, and all other documents related to the Project, and (b) maintain records and accounting procedures sufficient to support invoices and such records shall be subject at reasonable times to inspection and audit by Contractor.
- 8.1 All of the foregoing data and records shall be made available to Contractor or its representative(s) promptly upon request and for two years from the date of final payment, or five years after the date the record or document is generated. Notwithstanding the foregoing, the Contractor may instruct Services provider to retain all records which relate to claims and disputes until any later date that such claims, disputes and actions are finally resolved.

ARTICLE 9 PROPRIETARY INFORMATION

- 9.0 Contractor may disclose to Services Provider, or Services Provider may come into contact with or observe, business information, know-how, marketing plans, inventions and other intellectual property rights (all of which are hereinafter jointly referred "Proprietary Information") that are either the property of Contractor or controlled by Contractor. Services Provider acknowledges that Contractor's creative briefing, instructions and shared information are Proprietary Information. Such Proprietary Information shall be held in strict confidence by Services Provider and for a period of ten years shall not be disclosed to any third party without the express prior written consent and permission of an officer of Contractor, except as otherwise required by law or if any

such Proprietary Information becomes known to the public through no fault of Services Provider. Services Provider shall reasonably safeguard all written material that Contractor supplies to Services Provider. Services Provider shall not copy or duplicate such material (except for internal purposes) without Contractor's prior written consent and shall return such materials to Contractor upon completion of the services being provided to Contractor or upon Contractor's request. In the event of any breach or threatened breach of the foregoing provisions of this paragraph, damages to be suffered by Contractor shall not be fully compensable in money damages alone; accordingly, Contractor shall, in addition to other available legal or equitable remedies be entitled to an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief. With regard to information designated by Contractor as a trade secret, Services Provider shall not disclose such information to any third party other than Services Provider's lawyers or accountants, without the express written consent of Contractor, except as otherwise required by law or if the trade secret becomes known to the public through no fault of Services Provider. This obligation has no limitation of time.

ARTICLE 10

PROPRIETARY RIGHTS

- 10.0 Services Provider shall have no proprietary interest in the work product created, produced or developed by Services Provider during the course of its engagement, but the work product shall be owned solely and exclusively by Contractor. To the extent permissible under applicable law, the results and proceeds of such work product shall be deemed for hire within the definition of 17 U.S.C. Section 101. To the extent not permissible and to the extent rights other than copyrights are included, Services Provider expressly assigns all rights to copyrights, trademarks, patents, trade secrets or other proprietary rights throughout the world in such work product to Contractor, free of all liens, claims or encumbrances. Upon request, Services Provider shall execute and deliver all documents requested by Contractor to effectuate or perfect the foregoing and this Agreement. Services Provider appoints the officers of Contractor who shall from time-to-time hold such offices as Services Provider's attorney-in-fact to execute and deliver such documents if Services Provider shall fail to do so within five business days following Contractor's request. The foregoing appointment is a power coupled with an interest and shall be irrevocable.

ARTICLE 11

DISPUTE RESOLUTION

- 11.0 Arbitration. If any controversy or claim arises out of this Agreement and if such dispute cannot be settled through negotiation, the parties shall submit such dispute to binding arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. The seat and venue of arbitration shall be Houston, TX, unless another location is mutually agreed upon in writing. Any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, claims and disputes arising from Services provided or to be provided under the Prime Contract, will be dealt with in accordance with the provisions of section 19 of the Prime Contract.
- 11.1 Continuing Work. At all times during the dispute resolution procedures set forth in this Services Agreement, the Services Provider shall continue with the performance of the Services and its obligations, including any disputed Services or obligations, diligently and without delay, in accordance with this Services Agreement, except to the extent enjoined by order of a court or otherwise approved by the Contractor in its discretion. The Services Provider acknowledges that it shall be solely responsible for the results of any delaying actions or inactions taken during the pendency of resolution of a dispute relating to the Services even if the Services Provider's position in connection with the dispute ultimately prevails. In addition, during the pendency of resolution of a dispute relating to the Services, the Contractor and Services Provider shall continue to comply with all provisions of this Agreement.

ARTICLE 12

OWNER-REQUIRED CLAUSES

- 12.0 Without limiting the terms and conditions of this Agreement, and in addition thereto, Services Provider and its sub-consultants and/or suppliers of every tier shall comply with the Owner-required contract clauses attached hereto as Exhibit D (to the extent applicable and as appropriate). Services Provider shall include such terms and conditions in each agreement with its sub-consultants and/or suppliers of any tier to ensure compliance by the sub-consultants and/or suppliers with all applicable requirements of the Prime Contract.

ARTICLE 13
MISCELLANEOUS PROVISIONS

- 13.0 Not an Employee. Services Provider specifically agrees and warrants that it is an independent contractor within the meaning of this term in the state where the Work is performed and will remain so for the life of this Agreement. Neither Services Provider, nor any of his, her or its employees, shall be an employee of Contractor for federal or state tax purposes or for any other purpose. It is not intended that any employer-employee relationship be established between Contractor and Services Provider, either expressly or by implication. Services Provider shall not be entitled to participate in any retirement, medical or other employee benefit plans provided by Contractor to its employees. No provision of this Agreement shall be interpreted to conflict with the parties' intent that the legal status of Services Provider is to be that of an independent contractor only, and not an employee of Contractor.
- 13.1 Not an Agent. Services Provider is not an agent of Contractor and has no authority to act on behalf of or to represent to anyone that he, she or it is authorized to act on behalf of or to bind Contractor in any manner.
- 13.2 Assignment. Services Provider may not assign, transfer, delegate or encumber its interest in or duties under this Agreement without the prior written consent of Contractor, and any such assignment shall be void.
- 13.3 Amendments. This Agreement may not be orally amended, modified or terminated. No amendment or modification shall be binding upon Contractor unless signed by its authorized representative. This Agreement shall bind the successors and permitted assigns of the respective parties.
- 13.4 Entire Agreement. All understandings heretofore had between the parties are merged in this Agreement and its documents, which alone fully and completely expresses their Agreement.
- 13.5 Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and such remaining provisions shall remain in full force and effect. The invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

- 13.6 No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed to create a contractual relationship with or a cause of action in favor of any third party against Services Provider or Contractor.
- 13.7 Laws. Services Provider shall comply with all applicable laws, rules and regulations, and represents to Contractor that it has obtained all licenses necessary to provide the services required, if any.
- 13.8 Applicable Law. This Agreement shall be construed under the laws of the State of Texas.
- 13.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties may exchange signed counterparts or signature pages by electronic means.

ARTICLE 14

CODE OF BUSINESS ETHICS AND CODE OF CONDUCT

Contractor has a longstanding reputation for honesty and integrity in its business dealings and for its corporate policies promoting lawful and ethical behavior. Contractor is committed to upholding that reputation and has adopted policies which govern the actions of all of its employees. Pursuant to those policies, Contractor employees are prohibited from accepting bribes or kickbacks, in any form and, further, are prohibited from accepting goods or services provided by a subcontractor, supplier or vendor for the personal benefit of the employee, his or her relatives, or any entity in which the employee or his or her relatives has a personal interest. This prohibition includes, but is not limited to; work performed on an employee's residence and applies regardless of whether the beneficiary of the goods or services pays for them. Therefore, if the Service Provider offers or provides a bribe or kickback to any employee, or offers or provides goods or services to any employee, his or her relatives, or any entity in which the employee or his or her relatives has a financial interest, the Service Provider will be considered to be in material breach of this Agreement. Service Provider undertakes the commitment to advise Contractor of any action by any entity or person associated with the project that Service Provider believes violates any applicable law, rule or regulation. Service Provider's violation of any of the foregoing shall be considered as Service Provider's failure to perform its obligation, under the terms and conditions of this Agreement. Such failure shall be considered adequate and justifiable ground for Contractor to effectuate its rights and remedies under the termination provision of this Agreement. The provision, of this Article must be incorporated into any subcontract Service Provider enters into in connection with the performance of the Work.

Additionally, the Contractor, a subsidiary of Flatiron Constructors, Inc. and Dragados USA, Inc., has adopted corporate practice policies applicable to this Agreement. Service Provider agrees to comply, and to cause its subcontractors to comply, with the Dragados USA, Inc. Code of Business Ethics and Code of Conduct for Business Partners set forth at: <http://www.dragados-usa.com/files/CodeofConduct2013.pdf>.

IN WITNESS WHEREOF the parties hereto have made and executed this Subcontract, the day and year first above written.

FLATIRON/DRAGADOS, LLC.
(Contractor)

By: _____

Name (print): John Palmer

Title (print): Deputy Project Manager

Date: _____

FLATIRON/DRAGADOS, LLC.
(Contractor)

By: _____

Name (print): Keith Armstrong

Title (print): Project Manager

Date: _____

SERVICE PROVIDER'S COMPANY NAME

(Service Provider)

By: _____

Name (print): _____

Title (print): _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

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EXHIBIT B

SCHEDULE OF FEES

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EXHIBIT C
INSURANCE REQUIREMENTS

- 1.0 General. Prior to the commencement of the Work and through the duration of the Work, and for one year after completion of the Work, Services Provider shall obtain, at Services Provider's sole expense, and maintain in full force and effect during the term hereof, the following insurance coverage insuring Services Provider's operations. The minimum coverages shall be the greater of the Project Contract requirements or the following:
- 2.1 **Workers Compensation and Employee Liability Insurance:**
- 2.1.1 Statutory Workers Compensation (including occupational disease) in accordance with the laws of the state in which the Services are performed, including the Other States Endorsement.
- 2.1.2 Employers Liability Insurance with \$1,000,000 in limits for each of the following exposures: bodily injury by accident (each accident); bodily injury by disease (policy limit), and bodily injury by disease (each employee).
- 2.1.3 Waiver of Subrogation in favor of all parties referenced in Paragraph 2.2.6 below.
- 2.2 **Commercial General Liability** ("CGL") with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate and \$4,000,000 products/completed operations. The general aggregate shall apply on a per project basis. The limit may be provided through a combination of primary and umbrella/excess liability policies. The terms and conditions of coverage shall be provided through the use of ISO Coverage Form CG-00-01-1204 or its equivalent, and encompass at least the following:
- 2.2.1 X, C and U hazards, where applicable;
- 2.2.2 Independent Contractors;
- 2.2.3 Blanket Written Contractual Liability covering all Indemnity Agreements, including Article 5 "Indemnification" of the main body of this Agreement;
- 2.2.4 Products Liability and Completed Operations, with the provision that coverage shall extend for a period of at least twelve (12) months from Project completion or for any longer period if required elsewhere in the Agreement and/or the Prime Contract (such longer period shall take precedence);
- 2.2.5 CGL coverage written on an occurrence form;

- 2.2.6 Endorsement naming the Owner, Developer, Contractor, and their respective authorized representatives, shareholders, directors, officers, agents, Services Providers, employees, affiliates, successors, assigns, Contractor's and Contractors' members parents and affiliates (to the extent applicable), and their respective authorized representatives, shareholders, directors, officers, agents, suppliers, employees, affiliates, successors, assigns and any other entity or person as required in the Prime Contract as Additional Insureds. ISO Form CG 2010 and CG 2037 shall be used together to provide this coverage. The use of the latest ISO edition shall be acceptable;
- 2.2.7 Waiver of Subrogation in favor of all Additional Insureds; and
- 2.2.8 Policy to be primary as respects the coverage afforded the Additional Insureds and any insurance carried by the Additional Insureds shall be non-contributing.
- 2.3 **Commercial Automobile Liability** (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies. The parties referenced in Paragraph 2.2.6 above shall be named and covered as Additional Insureds.
- 2.4 **Umbrella and/or Excess Liability** Not Applicable
- 2.5 A Certificate of Insurance indicating coverages applicable to and providing for thirty (30) days written notice prior to cancellation, non-renewal or material modification in any policy must be submitted, approved and available to Contractor, Attention Risk Manager, at the address set forth on the first page of the Agreement, prior to commencement of the Services.
- A Certificate of Insurance, when submitted to Contractor, constitutes a warranty by Services Provider that:
- 2.5.1 The general aggregate limit applies on a per project basis.
- 2.5.2 Blanket Contractual Liability under the Commercial General Liability Policy has been endorsed to cover the Indemnitees specified in Article 5 "Indemnification" of the main body of this Agreement.
- 2.5.3 The Commercial General Liability, Commercial Automobile Liability and Umbrella and/or Excess Liability Policies name as additional insureds the Owner, Developer, Contractor, and their respective authorized representatives, shareholders, directors, officers, agents, Services Providers, employees, affiliates, successors, assigns, Contractor's and Contractor's members parents and affiliates and their respective

authorized representatives, shareholders, directors, officers, agents, suppliers, employees, affiliates, successors, assigns and any other entity or person as required in the Prime Contract as Additional Insureds. ISO Form CG 2010 and CG 2037 shall be used together to provide this coverage. The use of the latest ISO edition shall be acceptable.

- 2.5.4 With respect to the Umbrella and/or Excess Liability Insurance, the following policies are scheduled as primary:

Commercial General Liability

Commercial Automobile Liability

Employers Liability

- 2.5.5 The insurance policies for all Services Provider's insurance shall include a waiver of subrogation as follows:

“It is agreed that in no event shall these insurance companies have any right of recovery against the Owner, Developer, Contractor, and their respective authorized representatives, shareholders, directors, officers, agents, suppliers, employees, affiliates, successors, assigns, Contractor’s and Contractor’s members parents and affiliates (to the extent applicable) and their respective authorized representatives, shareholders, directors, officers, agents, Services Providers, employees, affiliates, successors, assigns or any other additional insured as required in the Prime Contract.”

- 2.5.6 The insurance policies shown are endorsed to be primary as respects any other insurance available to any Additional Insured.

The reverse side of the certificate must list each of the above Items “2.5.1” through “2.5.6”, and the following statement must precede the listing: “This certificate warrants that:”

- 2.6 All insurance carriers must: (i) be licensed in the State of Texas; and (ii) be rated at least A in Best's.
- 2.7 Should Services Provider engage sub-consultants, the same conditions applicable to Services Provider under these Insurance Requirements shall apply to each sub-consultant.
- 2.8. Prior to execution of this Agreement, Services Provider shall deposit and cause each of its sub-consultants to deposit with Contractor, a Certificate of Insurance, together with all endorsements, certified by the insurer to be a true copy thereof, together with confirmation that all premiums due have been paid. Thereafter, certification of renewal coverage and premium payments shall be deposited with Contractor not less than ten (10)

days before the expiration dates of the expiring policies. Certificates of Insurance replacing any expiring policies shall be delivered as aforesaid no more than ten (10) days after receipt by Services Provider accompanied by a confirmation that all premiums due have been paid.

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EXHIBIT D**OWNER-REQUIRED CLAUSES**

The Service Provider shall assume toward the Contractor all obligations and responsibilities which the Contractor has assumed toward the Owner under the Contract to the extent such obligations and liabilities relate to the Service Provider's Work. In case of conflict between the terms of this Service Agreement and the Contract, the Service Provider Agreement shall control. The Contract has been and remains available to the Subcontractor for review via web link: <http://www.txdot.gov/business/partnerships/current-cda/harbor-bridge/executed-version.html>.

The provisions required by the Contract to be included in this Service Agreement are incorporated herein by reference to the extent they relate to the supply of the Project Supplies, including, without limitation, each of the provisions set forth below. Service Provider shall comply with all such provisions, and Service Provider shall ensure that all provisions required to be included in any subcontracts are included in such sub-subcontracts and that each of its sub-subcontractors agree to comply with such provisions. Capitalized terms used in this Exhibit D shall bear the meaning attributed to them in the Contract and this Service Agreement.

1. Service Provider shall perform its obligations under this SERVICE AGREEMENT in accordance with a standard of professional responsibility and commercial practice equal to the requirements of this SERVICE AGREEMENT and Good Industry Practice for work of similar scope and scale.
2. Service Provider agrees to carry out its obligations under this SERVICE AGREEMENT in accordance with the Contract, this SERVICE AGREEMENT, Governmental Approvals and applicable Law, including the applicable requirements of the DBE Performance Plan.
3. Without cost to Contractor or the Owner, Service Provider expressly permits assignment to the Owner or its successor, assign or designee of all of the Contractor's rights under this SERVICE AGREEMENT, contingent only upon delivery of request from the Owner following termination of the Contract, allowing the Owner or its successor, assign or designee to assume the benefit of the Contractor's rights with liability only for those remaining obligations of the Contractor accruing after the date of assumption, such assignment to include the benefit of all of the Service Provider's warranties, indemnities, guarantees and professional responsibility.
4. Service Provider acknowledges and agrees that any acceptance of assignment of this SERVICE AGREEMENT by the Owner or its successor, assign or designee shall not operate to make the assignee responsible or liable for any breach of this SERVICE AGREEMENT by Contractor or for any amounts due and owing under this SERVICE AGREEMENT for work or services rendered prior to assumption (but without restriction on the Service Provider's rights to suspend work or demobilize due to Contractor's breach).
5. Service Provider covenants to recognize and attorn to the Owner, upon receipt of notice from the Owner that it has exercised its rights under the Contract, without necessity for consent or

approval from the Contractor or to determine whether the Owner validly exercised its rights, and the Contractor hereby covenants to waive and release any claim or cause of action against Service Provider arising out of or relating to its recognition and attornment in reliance on any such notice.

6. Service Provider will: (a) maintain usual and customary books and records for the type and scope of operations of business in which it is engaged; (b) permit audit thereof with respect to the Project or its supply under this SERVICE AGREEMENT by each of Contractor and the Owner pursuant to section 20.5 of the Contract; and (c) provide progress reports to Contractor appropriate for the type of work it is performing sufficient to enable Contractor to provide the reports it is required to furnish the Owner under the Contract.
7. Service Provider acknowledges that Contractor has the right to terminate this SERVICE AGREEMENT in whole or in part upon any Termination for Convenience of the Contract without liability of Contractor or the Owner for Service Provider's lost profits or business opportunity. In particular, in the event of a termination for convenience by Owner, Service Provider will
 - (i) not be entitled to any anticipatory or unearned profit, or to any payment which constitutes consequential damages on account of the termination or partial termination;
 - (ii) abide by the terms of any Notice of Termination for Convenience or Notice of Partial Termination for Convenience by Owner;
 - (iii) accept any assignment of this SERVICE AGREEMENT or the Service Provider's Warranties (as such term is defined below) to Owner; and
 - (iv) execute any documents and perform any actions necessary to give effect to the terms of any Notice of Termination for Convenience or Notice of Partial Termination for Convenience and comply, and allow Contractor to comply, with the provisions of section 15.1 of the Contract.
8. Service Provider will participate in meetings between Contractor and the Owner, upon the Owner's request, concerning matters pertaining to this SERVICE AGREEMENT; provided, however, that all direction to Service Provider shall be provided by Contractor, and provided further that nothing in this clause shall limit the authority of the Owner to give such direction or take such action which, in its sole opinion, is necessary to remove an immediate and present threat to the safety of life or property.
9. Service Provider will give evidence in any dispute resolution proceeding pursuant to section 19 of the Contract, if such participation is requested by either Contractor or the Owner.
10. Service Provider acknowledges that all Liens, claims and charges of Service Provider and its sub-subcontractors at any time shall not attach to any interest of the Owner in the Project or the Project ROW.
11. Service Provider covenants, which covenant shall survive termination of this SERVICE AGREEMENT, to promptly execute and deliver to Owner a new contract between Service Provider and the Owner on the same terms and conditions as this SERVICE AGREEMENT, in the event: (a) this SERVICE AGREEMENT is rejected by Contractor in bankruptcy or otherwise wrongfully terminated by Contractor and (ii) the Owner delivers request for such new contract following termination or expiration of the Contract.

12. Service Provider is not, and will not enter into any subcontracts with any Person that is, debarred or suspended from submitting bids by any agency of the State of Texas.
13. The Parties acknowledge and agree that they may not amend any of the foregoing provisions in this Exhibit D without the prior consent of the Owner.
14. In the performance of its obligations under the SERVICE AGREEMENT, Service Provider at all times shall comply with all applicable federal and State labor, occupational safety and health standards, rules, regulations and federal and State orders.
15. Service Provider shall comply and require its Subcontractors to comply with all federal requirements applicable to transportation projects that receive federal-aid funding or other federal funds or credit, including those requirements set forth in Exhibit 3 of the Contract (which is appended as Exhibit G of this SERVICE AGREEMENT). Service Provider shall deliver any certification required pursuant to such federal requirements to Contractor. In the event of any conflict between any applicable Federal Requirements and the other requirements of the Contract Documents, the Federal Requirements shall prevail, take precedence and be in force over and against any such conflicting provisions.
16. During all periods necessary for the performance of the scope of this SERVICE AGREEMENT, Service Provider will maintain all required authority, license status, professional ability, skills and capacity to perform its scope under this SERVICE AGREEMENT.
17. Service Provider shall comply with all requirements of all Laws applicable to the D&C Work, including Environmental Laws and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended.
18. Service Provider shall comply with the applicable requirements of the approved Project Management Plan.
19. Service Provider shall at all times coordinate and cooperate with Owner and its Authorized Representative to facilitate Owner's oversight activities.
20. Service Provider agrees to be bound by, and at its own cost, comply with all federal, state and local laws, ordinances, standards, rules and regulations applicable to the scope of its obligations under this SERVICE AGREEMENT including, but not limited to, all applicable standards, rules, laws, regulations, and federal and State orders related to federal and State labor laws, occupational safety, health standards, equal employment opportunity, minority business enterprises, women's business enterprises, disadvantage business enterprises ("DBE"), Environmental Laws, Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended, and all other laws with which Service Provider must comply according to the SERVICE AGREEMENT. Service Provider shall be liable to Contractor and the Owner for all loss, cost and expense attributable to any acts of commission or omission by Service Provider, its employees and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties or corrective measures.
21. The Owner's DBE Special Provisions for Non-Traditional Contracts, applicable to the Project, are set forth in Exhibit 6 of the Contract (which is appended as Exhibit G of this SERVICE AGREEMENT). The purpose of the DBE Special Provisions for Non-Traditional Contracts is to ensure that DBEs shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Service Provider

shall comply with all applicable requirements set forth in the DBE Special Provisions for Non-Traditional Contracts and the Owner's Disadvantaged Business Enterprise Program applicable to comprehensive development agreement projects and adopted pursuant to 49 CFR Part 26, and the provisions in the Contractor's approved DBE Performance Plan, set forth in Exhibit 7 of the Contract. The approved overall DBE participation goal for the Project, including construction and professional services, is established as 9% of the D&C Price. Service Provider shall exercise good faith efforts to achieve such DBE participation goal in the scope of this SERVICE AGREEMENT through implementation of Contractor's Owner-approved DBE Performance Plan related to the scope of this SERVICE AGREEMENT. Service Provider shall include provisions to effectuate the requirements of this subsection 21 in every sub-subcontract (including purchase orders and in every sub-subcontract for the scope of this SERVICE AGREEMENT), and shall require that they be included in all sub-subcontracts at lower tiers, so that such provisions will be binding upon each sub-subcontractor. Service Provider shall not cancel or terminate any sub-subcontract with a DBE firm except in accordance with all requirements and provisions applicable to cancellation or termination of subcontracts with DBE firms set forth in the DBE Special Provisions for Non-Traditional Contracts in Exhibit 6 of the Contract (which are appended as Exhibit G of this SERVICE AGREEMENT).

22. Service Provider shall not, and shall cause its sub-subcontractors to not, discriminate on the basis of race, color, national origin, sex, age or handicap in the performance of its obligations under this SERVICE AGREEMENT. Service Provider shall carry out, and shall cause its sub-subcontractors to carry out, applicable requirements of 49 CFR Part 26. Failure by Service Provider to carry out these requirements is a material breach of this SERVICE AGREEMENT, which may result in the termination of this SERVICE AGREEMENT and the Contract or such other remedy as Contractor deems appropriate (subject to the Service Provider's rights to notice and opportunity to cure set forth in this SERVICE AGREEMENT). Service Provider shall include the language in this subsection 22 in every sub-subcontract (including purchase orders and in every subcontract for the scope of this SERVICE AGREEMENT), and shall require that they be included in all sub-subcontracts at lower tiers, so that such provisions will be binding upon each sub-subcontractor. Service Provider confirms for itself and all sub-subcontractors that Service Provider and each sub-subcontractor has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, color, national origin, sex, age, religion, or handicap; and that Service Provider and each sub-subcontractor maintains no employee facilities segregated on the basis of race, color, religion, or national origin. Service Provider shall comply with all applicable laws relating to equal employment opportunity and nondiscrimination, including those set forth in Exhibit 3 of the Contract (which is appended as Exhibit G of this SERVICE AGREEMENT), and shall require its sub-subcontractors to comply with such provisions.
23. Service Provider hereby agrees to abide by the applicable portions of the Contractor's Job Training Plan/Small Business Opportunity Plan set forth as Exhibit 8 to the Contract. Service Provider shall include this subsection 23 in every sub-subcontract (including purchase orders and task orders for the scope of this SERVICE AGREEMENT), and shall require that each sub-subcontractor include this section in all sub-subcontracts at lower tiers (including purchase orders and task orders for the scope of this SERVICE AGREEMENT), except for sub-subcontracts with the Owner or Governmental Entities, so that such provisions

will be binding upon each sub-subcontractor.

24. Service Provider shall pay or cause to be paid to all applicable workers employed by it or its sub-subcontractors to perform its obligations under the SERVICE AGREEMENT not less than the prevailing rates of wages, as provided in the statutes and regulations applicable to public work contracts, including Chapter 2258 of the Texas Government Code and the Davis-Bacon Act, and as provided in Exhibit 3 to the Contract (which is appended as Exhibit G of this SERVICE AGREEMENT). Service Provider shall comply and cause its sub-subcontractors to comply with all Laws pertaining to prevailing wages. For the purpose of applying such Laws, the Project shall be treated as a public work paid for in whole or in part with public funds (regardless of whether public funds are actually used to pay for the Project). The foregoing shall not apply to Subcontracts at any tier with the Owner or Governmental Entities. Any issue between Contractor or Service Provider, and any affected worker relating to any alleged violation of Section 2258.023 of the Texas Government Code that is not resolved before the 15th day after the date the Owner makes its initial determination under Section 2258.052 of the Texas Government Code (as to whether good cause exists to believe that a violation occurred) shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171 of the Civil Practice and Remedies Code. Service Provider shall comply and cause its Subcontractors to comply with all Laws regarding notice and posting of intent to pay prevailing wages, of prevailing wage requirements and of prevailing wage rates.
25. Any Project Supplies supplied under this SERVICE AGREEMENT (“**Service Provider’s Warranties**”) shall (a) be under warranty from a period starting with the delivery of Project Supplies and ending, at least, one year after Project Final Acceptance and (b) survive all Owner inspections, tests and approvals. Service Provider’s Warranties shall be extended to Owner and any third parties for whom Project Supplies are supplied under this SERVICE AGREEMENT; provided however that the foregoing requirement shall not apply to standard, pre-specified manufacturer warranties of mass-marketed materials, products (including software products), equipment or supplies where the warranty cannot be extended to Owner using commercially reasonable efforts.
26. Service Provider shall cooperate and provide
 - (i) such information as determined necessary or desirable by Owner in connection with any Project financing;
 - (ii) such information as is necessary or requested by Owner to assist or facilitate the submission by Owner of any documentation, reports or analysis required by the State, FHWA or any other Governmental Entity with jurisdiction over the Project.
27. Service Provider acknowledges that, if the amount of the SERVICE AGREEMENT exceeds \$10,000,000, Service Provider is considered a “Major Subcontractor” under the Contract. In that case:
 - (i) Service Provider shall have submitted to Developer, immediately prior to executing the SERVICE AGREEMENT, a copy of all documentary information used in determining its SERVICE AGREEMENT price, to be held in the same manner as the EPDs and which shall be accessible by Owner, Developer and Dispute resolvers;
 - (ii) Service Provider shall submit to Developer, immediately prior to executing each change

order, a copy of all documentary information used in determining its price for Materials included in any Change Order, to be held in the same manner as the EPDs and which shall be accessible by Owner, Developer and Dispute resolvers;

- (iii) Service Provider represents and warrants, for the benefit of Contractor and Owner, that Seller's submission in the EPDs, constitutes all the documentary information used in establishing its SERVICE AGREEMENT price, and agrees to provide a sworn certification in favor of Contractor and Owner together with each supplemental set of EPDs, stating that the information contained therein is complete, accurate and current.

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EXHIBIT “E”**JOBSITE RULES, SAFETY REQUIREMENTS AND SERVICE PROVIDER SAFETY QUESTIONNAIRE FORM**

Each Service Provider shall be responsible for fully complying with all applicable laws, statutes, ordinances, rules, regulations and/or orders of any public authority (federal, state, local) as they relate to safety of persons, environment, public, or property. Changes in these standards made during the duration of a contract will be immediately binding and enforced, provided they are more stringent than existing health and safety standards. All current applicable standards (including, but not limited to OSHA, Homeland Security and E-Railroad Security), are incorporated into this program by reference. Each Service Provider shall maintain a current copy of the applicable OSHA standards on the Project Site.

Throughout the duration of the Project, each Service Provider shall be responsible for administering their own safety programs which must meet or exceed the safety requirements outlined in the Project Specific Health and Safety Plan. The Project Specific Health and Safety Plan shall serve as a general framework and as such the Service Provider shall develop a site-specific safety program which identifies potential exposures associated with the Project and the means and methods to be employed to address these exposures. Neither the Project Specific Health and Safety Plan, nor the safety services provided by individuals associated with this Project, is intended to serve as a substitute for the control and responsibility of each Service Provider to provide a safe work environment for their employees, and to ensure the safety of the public.

PROJECT SAFETY ORIENTATION

A formal Project Safety Orientation is required for each Service Provider's employees including all on-site personnel regularly employed by consultants and vendors prior to working on the Project.

STOP WORK AUTHORITY – All personnel working for the Project is **AUTHORIZED TO STOP WORK FOR ANY ACT THAT MAY BE DEEMED UNSAFE **WITHOUT FEAR OF RETROBUTION!****

Zero Tolerance Policy – Violation of below requirements may result in permanent removal of an employee or Subcontractor from the Project:

- **General Rules: No Exceptions**
 - No fighting
 - No horseplay
 - No drug, alcohol use, or guns on work site
- **DRA's – Daily Risk Assessment – Conducted Each Day**
 - JHA, DRA, SOP are to be available for review at any time
 - New arrival personnel must be greeted by work crew member before entering the work zone.
 - You must read, understand, and sign the document prior to any work site entry
 - Safety Hazard Assessment Documents – Shall be turned in weekly by **8 am Monday mornings**

- When conditions or hazards change, a new assessment is required
- **Stretch and Flex**
 - Stretch & Flex exercises will be **led daily** by a crew Supervisor immediately following individual crew JHA/JSA or DRA documented work hazard assessment.
 - Stretch & Flex exercises help to minimize soft tissue injuries such as, muscles & ligaments.
- **Tool Box Talks – Conducted Each Friday morning**
 - Current week activity – turn in document **by 8 am Monday mornings**
- **PPE – Personal Protection Equipment – Worn from Gate to Gate**
 - Hard Hat – A Site Specific Safety Decal is a mandated requirement
 - Safety Vest – Class 3- High Visibility with 4” sleeve
 - Safety Glasses - Z 87 Rated
 - Work Gloves – 100% of time during work schedule
 - Leather Style Work Boots – Ankle, Lace Up, or Pull On Required
 - 1. Steel Toe Boots with **Puncture Resistant Soles**
 - Face Shield – Required when sparks are created by cutting or grinding
 - Leather Chaps w/ Quickie Saw or Shinn Guards – Task Specific
 - **No tennis shoes, tank tops, sleeveless T-shirts, or shorts**
 - No owner, subcontractor, delivery vendor, developer or other personnel are exempt from wearing PPE..... **NO EXCEPTIONS!**
- **No Walking Under Elevated Loads**
 - Tag lines “SHALL” be utilized for movement and stabilization of materials
- **Fall Protection**
 - 100% at 6ft. and above – **ABSOLUTELY NO EXCEPTIONS!**
 - Inspected before each use – Only Double Pelican Hook Lanyard Permitted
 - Documented Inspection 1st **Work Day of Each Month** – sign off on yellow tag
- **Yellow Tag Items - documented inspection on first work day of every month (Give Illustration here)**
 - Ladders - ALL, including job made
 - Fire extinguishers
 - Fall protection – Lanyards & Harness
- **Extension Ladders**
 - Secured at top and bottom, 3ft minimum at exposed landing
 - Extension ladders shall not be separated at any time during construction
 - Secure all ladders at Top and Bottom and protect from impalement if impalement when applicable
- **Step ladders**
 - No standing/working on top two steps
- **Scaffolds**
 - Fall protection
 - Mud sills
 - Green tag - Yellow tag - Red tag
 - Climbing “X” braces

- Toe boards
- **Mobile Scaffolds**
 - 6 ft. rule - tie off or guard rail system
- **Ariel Lifts and Scissor Lifts**
 - Fall protection required
 - Proper anchor point
 - Manufacturer Load Limit maintained
 - Training Certs Required
- **Seat Belts**
 - Engineered by Manufacturer – shall be worn at all times
 - Personal or company vehicles shall not exceed engineered occupancy
- **Trailers shall not exceed rated weight capacity**
- **No Riding on Equipment** or in the back of any open bed trucks
- **Material and Equipment**
 - Loads shall be **secured** during transportation
- **Fire protection**
 - Fire extinguishers positioned @ 50ft. Size is task specific
 - Welding, cutting, grinding – fire extinguishers shall be in immediate work area
 - Hot Work Permit (when required) - **Issued by Safety Department**
- **Power Cords - Tool Cords – Equipment Cords**
 - No knots or loops, ground lug missing, insulation/wiring exposed
 - GFCI's shall be utilized in all applications – Internal or External
 - Color Coded - Monthly
- **Trench & Excavation**
 - Must use open excavation warning signage
 - Warning Barriers shall be properly maintained or repaired
 - Atmosphere must be monitored at every 4 ft. prior to entry and at every 4 ft. thereafter
 - Proper trench box safety pins - no nails, screws or bolts, etc.
 - Trench box & certification required at 5ft depth & greater
 - Proper Compliance for Spoil and Benching
 - Competent person on site with proper certification(s)
 - Daily Inspection Document readily available for inspection
 - Ladder Compliance- Positioned at 25 ft. for access/egress for depths of 4 ft. or greater
- **HAZ-COM**
 - All containers must be labeled and readable
 - SDS shall be readily available, or in job site office trailer
 - Over 1 gallon – If seal has been broken on container a retention berm or comparable shall be built for containment and proper storage.
- **Accidents, Incidents & Near Misses**
 - Report incident immediately to
 1. Foreman
 2. Safety Supervisor

- 3. Superintendent
- 4. Project Manager
- Documented report by the Supervisor/Foreman shall follow within that immediate 24 hour period
- Investigation will be documented by the Safety Supervisor
- Superintendent/Foreman -Take multiple pictures for recordkeeping
- Superintendent/Foreman -Document Witness Statements
- Verify JHA/DRA Documents for compliance
- **CPR/First Aid Certified**
 - Superintendent and/or foreman
 - At least 1 certified member per work team
 - At least 1 first aid kit shall be accessible onsite, i.e.: vehicle, job box, job trailer
- **Contaminant Spill or Leaks**
 - Stop equipment immediately, contain and prevent liquid from spreading
 - Report immediately to Safety Manager
 - Shall have at least 1 spill kit on each jobsite
 - Contents shall be disposed legally
- **Housekeeping**
 - Designated area for trash
 - Debris shall be picked up **at end of each shift** prior to site departure
 - All crews are responsible for their own trash and debris
 - All nails shall be removed from boards. No protruding nails may exist for impalement hazards
- **Drinking Water**
 - Bottled water will be required at work site
 - Trash disposal shall be made available
 - In areas when using individual water bottles, do not share and leave manufacturer labeled on bottle.
 - **Use designated Recycle Container for discarded plastic waste**
- **Muster Point** – Flatiron/Dragados, LLC job trailer, lay down yard, or other areas may be “deemed” such in emergency situations:
 - Fire
 - Tornado
 - Hurricane
 - Hail storm
 - Lightning
 1. 50 miles – crew receives verbal warning
 2. 30 miles – crew vacate work area and into vehicles
 3. 15 miles – crew meets at muster point and await for further instructions
 4. You may return to work once the storm has passed and the last lightning strike was observed 35 minutes prior
- **Crane Activity**
 - Operator and Rigger shall have **dedicated channel** for communication

- Operator and Rigger shall first discuss lift activity with Flatiron/Dragados, LLC Safety Supervisor **prior to any type lift made**
- Operator and Rigger shall provide proof of current certification
- Critical Lifts require a documented and approved pick plan
- Swing Radius defined, secured, and barricaded
- Outrigger Pads shall be used for level, safe operation of equipment at all times
- **Speed**
 - 10 mph – “Share The Path”
 - State, County or Posted speed limits shall be adhered to on all worksite paved or graveled roadways
- **Vehicle Lights** on at all times while in motion or at work place environment
- **Parking – Back In parking only.** In the event we should have to evacuate during an emergency, we would not have to back out to leave. **(30% of all accidents are caused during backing)**
- **Lock Out/Tag Out (LOTO)**
 - Notify all affected employees that a lock-out /tag-out system is going to be utilized and the reason explained
 - Attach a “Danger – Do Not Operate” tag to the equipment operations device. This tag must be dated and have the name of the authorized person applying the lock. Tags are not to be removed unless authorized by the person who installed the LOTO Tag
 - After work is completed and equipment is ready for normal operation, check areas to be certain that no one is exposed and inform affected personnel that the equipment / system will be energized
 - Equipment shall have “Walk Around” conducted for operation evaluation and regulatory compliance
- **Secured Areas - Port of Corpus Christi**
 - No access will be granted without a TWIC card
 - TWIC Card holder will serve as an ESCORT when required. Stay within “talking” distance of each other when escorted
 - Personnel shall retain a Valid Picture ID on person at all times
 - A **TWIC Card** holder will be designated by a **TWIC** decal on his/her hard hat
- **Working Over or Near Water – Emergency Planning**
 - Shall have Rescue Team with Boat in place prior to work beginning
 - Warning barrier shall be in place
 - Do not cross beyond 30 ft. barrier
 - Shall wear compliance Life Preserver Vest or have Life Preserver Ring/Rope readily accessible. Vest shall be zipped and clipped
- **Drilling Operations**
 - Fall Protection -Drill Shaft Barrier shall be installed/utilized when drilling
 - Lanyard, Harness, and proper Anchor Point shall be utilized when deemed necessary
 - Drill Shaft Hole – Shall be covered, **secured**, and painted with wording “hole” until hole is completely backfilled
 - Outrigger Pads with Proper Cribbing shall be placed under all outrigger foot pads for

- level and safe operation of equipment
 - Overhead Power Signs shall be placed in immediate area when imminent danger exists within 20 ft. of an overhead power line
- **Railroad**
 - Stay clear of Railroad Tracks when working. Do not stray onto RR Tracks
 - Stay 50 ft. from center line of tracks at all times
 - Railroad Flagman shall be required when working within 25 ft. of track
- **Fuel Containers**
 - No plastic containers. Plastic fuel containers create static electricity & shall be removed from the Harbor Bridge Project work site immediately
 - Fuel containers shall be of approved metal type. Containment may be kept in a fixed berm type area or of double walled protection
 - Proper labeling and readable for HAZ COM compliance
- **Training Documents**
 - Training Documents may be requested by Safety Personnel on specific equipment as proof of training and that operator status is current for Regulatory Compliance
- **Media Relations and Communications Official**
 - News Reporter
 - Radio
 - Television
 - General Public
 - **No person shall discuss any Harbor Bridge Project activity or information with any entity described above. All Harbor Bridge Project Information and Communication shall be directed to Public Information Coordinator**
- **Talking or Texting**
 - Talking or Texting while driving is strictly prohibited at all times
 - Hands Free is the only means excepted
 - Texting citations are double in costs vs Talking citations
 - Corpus Christi has a Texas a law that prohibits such;
 - Talking - \$500.00 Fine
 - Texting - \$1000.00 Fine

Language

- English is the primary Language spoken on the Harbor Bridge Project
- Translators are designated by a hard hat decal “Translator”
- **OSHA Compliance Safety and Health Official Visit - (CSHO)**
 - OSHA Official – Federal Badge & Photo Identification Presented
 - Supervisor Contact Safety Department Manager, Toni Locock Immediately
 - OSHA Official and Safety Manager Proceed with Project Observation
 - Photos – OSHA Official and Safety Department Manager
 - OSHA Official - Official Closing Remarks and Conference
 - Safety Department Manager
 - Project Manager
 - Superintendent and/or Foreman

SERVICE AGREEMENT SAFETY QUESTIONNAIRE FORM

Flatiron/Dragados, LLC - US 181 Harbor Bridge													
Service Provider Pre-Qualification Safety Questionnaire Form													
To Be Completed By The Sub-Contractor													
Company Name / Address / Phone & Fax:		Project:	US 181 Harbor Bridge										
		Scope of Work:											
	Yes	No	Remarks										
1	Health and Safety Policy												
a.	Does your organization have a current IIPP/Safety Manual?		Submitted copy must be approved by the Flatiron/Dragados, LLC Safety Manager										
b.	Is the IIPP/Safety Manual appropriate for scope of work?												
c.	Who within the organization has responsibility at senior management level for Safety? Name: _____ Ph: _____												
d.	Average number of workers anticipated to be onsite?												
e.	Does your organization have a substance abuse policy?		If No, Explain Why?										
2	Health and Safety Organization												
a.	Name and qualifications of the designated Safety Person(s) or Competent Person(s) on site? Name: _____ Qualifications: _____	Details Must Be Submitted											
b.	Have all employees received adequate training in health and safety? Please provide details of training in relation to the work to be done		Training Records Must Be Available										
c.	Does the organization intend to carry out on-site training? (i.e. toolbox talks)		Submit Examples										
d.	Does the subcontractor utilize risk assessments/JHA? Please attach recent examples. Note a specific risk assessment/JHA must be submitted to site for approval at least seven days before commencing work		Recent Sample Must Be Submitted										
e.	Lost time incident rates for last 3 years _____		Flatiron/Dragados, LLC will Decide If Submitted Rates Are Acceptable										
f.	Recordable incident rates for last 3 years _____												
g.	EMR for the last 3 years: _____												
h.	Any OSHA citations in the last 3 years?		Please Include Explanations explanations.										
<table border="1"> <tr> <td>Flatiron/Dragados, LLC - Internal Use Only</td> <td>Date Approved / Denied:</td> </tr> <tr> <td>Sub-Contractor meets expectations? ____ Yes ____ No ____</td> <td></td> </tr> <tr> <td>Reviewed & Approved By:</td> <td>Title:</td> </tr> <tr> <td colspan="2">Signature of Approver:</td> </tr> <tr> <td colspan="2">Reason(s) For Denial:</td> </tr> </table>				Flatiron/Dragados, LLC - Internal Use Only	Date Approved / Denied:	Sub-Contractor meets expectations? ____ Yes ____ No ____		Reviewed & Approved By:	Title:	Signature of Approver:		Reason(s) For Denial:	
Flatiron/Dragados, LLC - Internal Use Only	Date Approved / Denied:												
Sub-Contractor meets expectations? ____ Yes ____ No ____													
Reviewed & Approved By:	Title:												
Signature of Approver:													
Reason(s) For Denial:													
Flatiron/Dragados, LLC - US 181 Harbor Bridge													

Service Agreement Questionnaire Preparation Form			
This Form Is Designed To Assist Your Organization In Getting Together All Of The Required Information For The Pre-Qualification Form			
Company Name / Address / Phone & Fax:		Project: US 181 Harbor Bridge	
		Scope of Work:	
		Yes	No
Health and Safety			
a.	Does your firm have a current IIPP/Safety Manual?		
b.	Will your firm have employees working at heights greater than 6'?		
c.	Will your firm be performing any hoisting activities on site?		
d.	Will your firm have employees utilizing respirators?		
e.	Will your firm be operating or using heavy equipment?		
f.	Will your firm be using power tools?		
g.	Is there any anticipated hot work activities?		
h.	Will your firm be performing any flagging or traffic control operations?		
i.	Will your firm have any excavation activities?		
j.	Is there any anticipated confined space activities?		
k.	Does your firm have a written Heat Illness policy?		
l.	Does your firm intend on using ladders?		
m.	Any Demolition work being performed by your firm?		
n.	Will your firm perform any mining and tunneling work?		
o.	Will your firm use or erect a scaffold system?		
p.	Average number of workers onsite?		
q.	Are there hazards from your work that may affect other near-by employees?		
r.	Will your firm have an appointed safety representative?		
s.	Will your firm provide required training for your employees?		
t.	Does your firm utilize risk assessments/JHA?		
u.	Lost time incident rates for last 3 years		
v.	Recordable incident rates for last 3 years		

EXHIBIT “F”
FEDERAL REQUIREMENTS

(See EXHIBIT 3 - FEDERAL REQUIREMENTS to the Contract)

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EXHIBIT “G”

DBE SPECIAL PROVISIONS
FOR NON TRADITIONAL CONTRACTS

(See Exhibit 6 - DBE SPECIAL PROVISIONS FOR NON-TRADITIONAL CONTRACTS to the Contract)

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EXHIBIT "H"**PARTIAL LIEN WAIVERS AND AFFIDAVITS FORMAT****NOTICE:**

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

STATE OF TEXAS §

COUNTY OF _____ §

PROJECT: US 181 Harbor Bridge Replacement Project

JOB NO.:

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to Flatiron/Dragados, LLC regarding the Project on the property of the Texas Department of Transportation located in Corpus Christi, Texas to the following extent: _____ (*description of work performed/material delivered*). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute released to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a final payment for all labor, services, equipment, or materials furnished to the property or to Flatiron/Dragados, LLC as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and supplier for all work, materials, equipment, or services provided for or to the above referenced project provided for or to the above referenced project up to the date of this waive and release.

DATE: _____

(Company Name)

BY : _____ (Signature)

(Title)

SUBSCRIBED AND SWORN TO before me on this _____ day of _____, 20__, by _____ (title) of _____ (subcontractor/supplier), known to me or proved through photo identification.

Notary Public in and for the State of Texas

My commission expires_____

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a condition release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

STATE OF TEXAS §

COUNTY OF _____ §

PROJECT: US 181 Harbor Bridge Replacement Project

JOB NO.:

The signer of this document has been paid and has received a progress payment in the sum of \$_____ for all labor, services, equipment, or materials furnished to the project for Flatiron/Dragados, LLC on the property of the Texas Department of Transportation located in Corpus Christi, Texas to the following extent: _____(description of work performed/material delivered). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute released to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Flatiron/Dragados, LLC as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and supplier for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

DATE: _____

_____(Company Name)

BY : _____(Signature)

_____(Title)

SUBSCRIBED AND SWORN TO before me on this ____day of _____, 20__, by _____(title) of _____(subcontractor/supplier), known to me or proved through photo identification.

Notary Public in and for the State of Texas

My commission expires_____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

STATE OF TEXAS §

COUNTY OF _____ §

PROJECT: US 181 Harbor Bridge Replacement Project

JOB NO.:

On receipt by the signer of this document of a check from Flatiron/Dragados, LLC in the sum of \$_____ payable to _____(payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute released to claim or payment rights for persons in the signer's position that the signer has on the property of the Texas Department of Transportation located in Corpus Christi, Texas to the following extent: _____(job or material description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Flatiron/Dragados, LLC as indicated in the attached statement(s) or final payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this is final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and supplier for all work, materials, equipment, or services provided for or to the above referenced project provided for or to the above referenced project up to the date of this waive and release.

DATE: _____

_____(Company Name)

BY : _____(Signature)

_____(Title)

SUBSCRIBED AND SWORN TO before me on this _____day of _____, 20__, by _____(title) _____(subcontractor/supplier), known to me or proved through photo identification.

Notary Public in and for the State of Texas
My commission expires_____

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

STATE OF TEXAS §

COUNTY OF _____ §

PROJECT: US 181 Harbor Bridge Replacement Project

JOB NO.:

On receipt by the signer of this document of a check from Flatiron/Dragados, LLC in the sum of \$_____ payable to _____(payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute released to claim or payment rights for persons in the signer's position that the signer has on the property of the Texas Department of Transportation located in Corpus Christi, Texas to the following extent: _____(job or material description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Flatiron/Dragados, LLC as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this is progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and supplier for all work, materials, equipment, or services provided for or to the above referenced project provided for or to the above referenced project up to the date of this waive and release.

DATE: _____

_____(Company Name)

BY : _____(Signature)

_____(Title)

SUBSCRIBED AND SWORN TO before me on this _____day of _____, 20__, by _____(title) _____(subcontractor/supplier), known to me or proved through photo identification.

Notary Public in and for the State of Texas
My commission expires_____