INVITATION TO BID

City of Ann Arbor Guy C. Larcom Municipal Building Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered $\underline{1}$, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

* A corporation organized and doing but	usiness under the laws of the Sta	te of
Michigan , for whom Bradfe	ord Kimmel	_, bearing the office title
of $\underline{Exec.\ Vice\ President}$, whose signature	e is affixed to this Bid, is authoriz	ed to execute contracts
NOTE: If not incorporated in Mi	chigan, please attach the corporation's Co	ertificate of Authority
A limited liability company doing bearing the	title of	
whose signature is affixed to this propeLLC.	osal, is authorized to execute col	ntract on behalf of the
* A partnership, organized under the lar of, whose members ar each) (attach separate sheet if necessa	e (list all members and the stree	_ and filed in the county t and mailing address o
	<u>-</u>	<u>.</u>
* An individual, whose signature with a	ddress, is affixed to this Bid:	(:::::::::::::::::::::::::::::::::::::
Authorized Official		(initial here)
- France Common	Date June 1	, 202 <u>1</u>
(Print) Name Bradford Kimmel	Title Executive Vice P	resident
Company: Commercial Contracting Corp	poration	
Address: 4260 North Atlantic Blvd., Au	ıburn Hills, MI 48326	
Contact Phone (248) _209-0423	Fax (248) <u>209-0502</u>	
Email matt isotalo@cccnetwork.com		

Section 1 – Schedule of Prices

Company: Commercial Contracting Corporation

Project: ITB# 4680 - WWTP Clear Well Improvements

Unit Price Bid

Item No.	Description	Estimated Quantity	Bid Unit Price	Bid Price
1	Clear Well Improvements	LS	\$1,144,475.0	\$ 1,144,475.00
2	Remove & Replace Pressure Relief Valve	24 EA	\$ 5,346.00	7
3	Concrete Joint Sealer Repair, Repair Detail R2	75 LF	\$ 88,00	\$ 6,600.00
4	Urethane Crack Injection Repair, Repair Detail R16	250 LF	\$ 65.00	\$ 16,125.20
5	Delaminated Concrete Repair, Repair Detail R10	1,200 Sq Inches	\$ 14.00	\$ 19,500,00
6	Demobilization and Remobilization Due to High Ground Water Level	2 EA	\$ 10,000.00	\$ 20,00,00

Total Base Bid for Items 1 through 6	\$,1335	,000,00

CONTRACT ALTERNATES

Contractor is required to provide a quote as part of Bid for the following work which Owner may/may not elect to consider:

Item Number	Description	Add/Deduct	Amount
Alternate No. 1	Limit air header demolition to extent shown on Drawings		\$ 4,000.00

Section 2 - Material, Equipment and Environmental Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

<u>Item Number</u> <u>Description</u> <u>Add/Deduct Amount</u>

N/A

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder

Date June 1, 2021

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

N/A

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder

Date June 1, 2021

Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

Subcontractor/Manufacturers (Name and Address) Midwest Power, Deteoit Pring	Work Mechanical (Sub)Contractor	Amount 300,000,00
DES, 5HAW	Electrical (Sub)Contractor	75.000.00
TOS; BlueStar	Demolition (Sub)Contractor	250,00.00
Commercial Contracting Corp.	Concrete Restoration (Sub)Contractor	30,000.60
Commercial Contracting Corp.	Clear Well Cleaning (Sub)Contractor	45,000.00
EDI, NEXOM	Aeration Equipment Manufacturer	23,000,00

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Section 5 – References

Include a minimum of 3 references from similar project completed within the past 10 years.

[Refer also to Instructions to Bidders for additional requirements, if any]

CITY OF DEXTER 1) Waste Water Treatment Facility Improvements	\$1,043,500.00	2019
Project Name	Cost	Date Constructed
Mark Bratschi		(616)588-1916
Contact Name		Phone Number
DWSD	\$38,000,000.00	2013-2014
2) Incinerator Complex I & II Improvements Project Name	Cost	Date Constructed
i rojectivame	Cost	Date Constructed
Derek Bennett		(313)297-5904
Contact Name	· · · · · · · · · · · · · · · · · · ·	Phone Number
GREAT LAKES WATER AUTHORITY 3) Rouge River Outfall Disinfection Project	\$3,300,000.00	2017
Project Name	Cost	Date Constructed
Steve Bowden Contact Name		(312)780-7809 Phone Number
Rehabilitation of Various Sampling Sites 4) and PS #2 Ferric Chlorine System	\$4,756,000.00	2019
Project Name	Cost	Date Constructed
Philip.kora@glwater.org		(313)297-8819
Contact Name		Phone Number
BROOKSIDE OF BIRMINGHAM		
$ 5) \underline{\text{Concrete Foundations, Flatwork, Site Concrete} } \\$	\$5,689,577.00	2016
Project Name	Cost	Date Constructed
Richard Scheck		(248)505-0206
Contact Name		Phone Number

Section 6 – Contractor Information and Responsible Contractor Criteria

Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the bid being considered non-responsive and will not be considered for award.

Failure to provide responses to all questions may result in being deemed non-responsive.

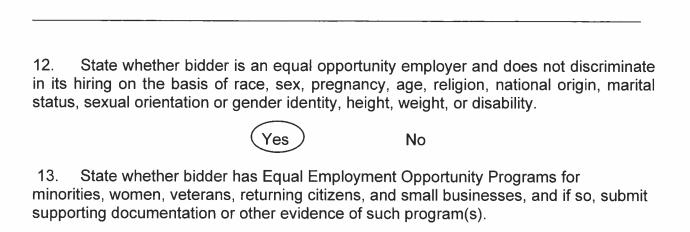
Attach additional pages as needed if space below is insufficient.

Pursuant to Sec 1:312(20) of the City Code which sets forth requirements of a responsible bidder, Bidder is required to submit the following:

1. Organization Name: Commo	ercial Contracting Corpo	oration	
Social Security or Federal Employe	r I.D. #: <u>38-1250507</u>		
Address: 4260 North Atlantic Bouley	vard		
City: Auburn Hills	State: <u>MI</u>	Zip:4832	6
Type of Organization (circle one bel	ow):		
Individual Partnership	Corporation	Joint Venture	Other
If "Other" please provide details on t	he organization:		
Year organization established: 194	16	•	
2. Current owners/principals/organization:	members/managing	members/partners	of the
Steven Fragnoli, Steve Teper, Bradfor	r Kimmel, Joel Lewand	owski	
3. Assumed Names, "doing bus if applicable: N/A	iness as" d/b/a, and/o	r former organization	names(s),
Explanation of any business name of	changes:		
N/A			

4. If applicable, please provide a list of all bidder's litigation and arbitrations currently pending and within the past five years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).
N/A
5. Qualifications of management and supervisory personnel to be assigned by the bidder:
Project Manager - Jim Salkowski Superintendent - Joe Rak
6. List the state and local licenses and license numbers held by the bidder:
All applicable licenses are in effect and up-to-date.
7. Will all subcontractors, employees and other individuals working on the construction project maintain current applicable licenses required by law for all licensed occupations and professions?
Yes No
8. Will contractors, subcontractors, employees, and other individuals working on the construction project be misclassified by bidder as independent contractors in violation of state or federal law?
Yes
9. Submit a statement as to what percentage of your work force resides within the City of Ann Arbor, and what percentage resides in Washtenaw County, Michigan, and the same information for any major subcontractors. Approximately 20% of our relevant workforce lives and works in and around the Ann Arbor, Washtenaw County area.
10. Submit documentation as to bidder's employee pay rates (e.g., certified payroll without SSN or personal identifying information, or chart of job titles and pay rates, or other evidence).
11. State whether bidder provides health insurance, pension or other retirement benefits, paid leave (vacation, personal time, sick leave, etc), or other benefits to its employees, and if so, state whether each benefit is provided directly to employees, by payments or contributions to a third-party administered plan, in cash (e.g., fringe benefit portion of prevailing wages), or other manner.

Yes. PTO is offered based on years of service to all full-time CCC employees... directly by CCC.



*Please see attached Diversity Program

14. Has bidder had any violations of state, federal, or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years?



If you answered "yes" to the question above, for each violation provide an explanation of the nature of the violation, the agency involved, a violation or reference number, any other individual(s) or party(ies) involved, and the status or outcome and resolution.

15. Does bidder have an existing Fitness for Duty Program (drugs and alcohol testing) of each employee working on the proposed jobsite?



If you answered "Yes", please submit documentation of the Fitness for Duty Program and what it entails.

Member of MUST - See attached Program Materials

- 16. Submit documents or evidence of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder. None
- 17. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

 See attached COI

18.	Does	bidder	have	an	on-going	MIOSHA-approved	safety-training	program	for
emplo	yees to	o be use	ed on t	the	proposed	job site?			

(Yes) No

If bidder answered "yes" to the question above, submit documentation of your safety-training program.

19. Does bidder have evidence of worker's compensation Experience Modification Rating ("EMR")?

 $\overline{\text{Yes}}$ No EMR = 0.47

20. Will bidder use masters, journeypersons and apprentices on the project?

Yes No

If bidder answered "yes" to the question above, provide the ratio of masters and journeypersons to apprentices for this project.

Ratio: TBD / Varies

If bidder answered "no" to the question above, submit documentation regarding the qualifications of each worker who may or will be assigned on the project.

If, yes, Ratio = TBD / Varies

21. Can bidder provide documentation that it participates in a Registered Apprenticeship Program (RAP) that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

Yes No

If bidder answered "yes" to the question above, please submit a copy of the program document(s) and evidence of its registration.

If bidder answered "no" to the question above, please provide details on how you assess the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

22. Will bidder comply with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project?



- 23. Submit evidence that bidder has financial resources to start up and follow through on the project and to respond to damages in case of default as show by written verification of bonding capacity equal to or exceeding the amount of the bidders scope of work on the project. The written verification must be submitted by a licensed surety company rated B+ or better in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000 related to any portion of the project.

 *See attached Bonding Letter
- 24. Submit evidence of a quality assurance program used by the bidder and the results of same on the bidder's previous projects.

*See attached IMS statement and ISO documentation

CITY OF ANN ARBOR PREVAILING WAGE DECLARATION OF COMPLIANCE

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen. mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- To pay each of its employees whose wage level is required to comply with federal, state or local prevailing (a) wage law, for work covered or funded by this contract with the City,
- To require each subcontractor performing work covered or funded by this contract with the City to pay (b) each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall has be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Commercial Contracting Corporation Company Name <u>June 1, 2021</u> Signature of Authorized Representative Date Bradford Kimmel, Executive Vice President Print Name and Title 4260 North Atlantic Blvd., Auburn Hills, MI 48326 Address, City, State, Zip (248)209-0423 matt.isotalo@cccnetwork.com

Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

9/25/15 Rev 0 PW

CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fe	wer than 5 persons and non-profits employing fewer than 10 persons are exempt	from compliance with the
Living Wage Ordinance.	If this exemption applies to your company/non-profit agency please check here [No. of employees

The Contractor or Grantee agrees	The	Contractor	or	Grantee	agrees
----------------------------------	-----	------------	----	---------	--------

(a)	To pay each of its employees whose wage level is not required to comply with federal, state or loca
	prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the
	Living Wage. The current Living Wage is defined as \$14.05/hour for those employers that provide
	employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than
	\$15.66/hour for those employers that do not provide health care. The Contractor or Grantor understands
	that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with
	Section 1:815(3).

	Check the applicable box below which applies to your workforce
	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
LXJ	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Commercial Contracting Corporation Company Name	4260 North Atlantic Boulevard Street Address
Signature of Authorized Representative June 1, 2021 Date	Auburn Hills, MI 48326 City, State, Zip
Bradford Kimmel, Executive Vice President Print Name and Title	(248)209-0423 matt.isotalo@cccnetwork.com

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2021 - ENDING APRIL 29, 2022

\$14.05 per hour

If the employer provides health care benefits*

\$15.66 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

For Additional Information or to File a Complaint contact Colin Spencer at 734/794-6500 or cspencer@a2gov.org

Revised 2/4/2021



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

- 1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
- 2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
- 3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
- 4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
- 5. Please note any exceptions below:

Conflict of Inte	erest Disclosure*
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	() Relationship to employee () Interest in vendor's company (X) Other (please describe in box below)
None	(22) Other (preded describe in Sex Scient)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest I contents are true and correct to my k certify on behalf of the Vendor by my s	nowled	lge and	d belief and I have the authority to so
Commercial Contracting Corporation		(248) 209-0423
Vendor Name			Vendor Phone Number
Jan Delina	June 1	, 2021	Bradford Kimmel
Signature of Vendor Authorized Representative	Da	ite	Printed Name of Vendor Authorized Representative

CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The "nondiscrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Commercial Contracting Corporation	
Company Name	June 1, 2021
Signature of Authorized Representative	Date
Bradford Kimmel, Executive Vice Presiden	t
Print Name and Title	**
4260 North Atlantic Boulevard, Auburn Hi	<u>lls, MI 48326</u>
Address, City, State, Zip	
(248)209-0423 matt.isotalo@cccnetwrok.c	om
Phone/Email Address	

2016 Rev 0 NDO-2

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.

You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

<u>Discriminatory Employment Practices:</u> No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

<u>Discriminatory Effects</u>: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

<u>Private Actions For Damages or Injunctive Relief:</u> To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.



YEARS OF EXPERIENCE 30+

CERTIFICATIONS
OSHA 30
CPR/First Aid

CCC CONSTRUCTION SERVICES

James Salkowski - Project Manager

Mr. James Salkowski has over 30 years of experience in the construction industry. His knowledge and skill-set make him one of CCC's most versatile project managers, allowing him to work on jobs that vary widely in scale, industry and scope. Jim joined CCC in 1997 as a field superintendent and has been working as a Project Manager since 2001. In this role, he oversees all aspects of a project including developing project schedules, managing subcontractors, bid pack development and distribution, field labor and safety organization, document management and all other pertinent tasks as they arise.

REPRESENTATIVE EXPERIENCE

Dexter WTP / Concrete and Masonry, Concrete foundations/flatwork/precast, Dexter, MI: Project manager for self-perform concrete job, value \$1.043 million.

Fiat Chrysler Automobiles, Sterling Heights Assembly, DT Program Renovation, Sterling Heights, MI: Renovation of ~2.5 Million SF of existing body shop, paint shop & general assembly buildings for DT RAM truck program, value \$148 million

Chrysler, 2009 DS Program, Warren, MI: Project Manager for building addition which tied together assembly and stamping plants, 200,000 SF, value \$23 million

Chrysler, Warren Truck Assembly Plant Improvements, Warren, MI: Project Manager for plant improvements including design/build trash compactor relocation, DTE and parking lot expansion, five truck docks, design/build PQI office, store relocation, powerhouse addition and NM/DR 2006 Program civil work, value \$5.5 million

Fiat Chrysler Automobiles, **TAC 2014 KL Program**, **Toledo**, **OH:** Project Manager for building additions and testing labs, 283,625 SF, value \$34.5 million

Chrysler, Trenton Engine Plant, Trenton, MI: Project Manager for demolition and cap fill, site prep, pits and foundations at plant, value \$2.5 million

General Motors, Milford Proving Grounds, Milford, MI: Project Manager for design/build 4WD dynamometer installation, value \$1.5 million

NASA, Vibro-Acoustic Test Capacity Program, Sandusky, OH: Project Manager for acoustical chamber and vibration table foundation, value \$19 million

Valeo North America, Inc. Test Track & Garage, Auburn Hills, MI: Project Manager for vehicle test track and 4,400 SF garage for vehicle modifications, value \$3.1 Million

Marathon Petroleum Company, Detroit Refinery Projects, Detroit, MI: Project Manager for civil, structural and general contracting projects at refinery, value \$3.5 million

Marathon Petroleum Company, K-111 Pre-2012 Civil Upgrades, Detroit, MI: Project Manager for foundation installations in east plant, value \$7.4 million





YEARS OF EXPERIENCE 30+

CERTIFICATIONS
OSHA 30-hour

CCC CONSTRUCTION SERVICES

Joe Rak - Superintendent

Joe Rak has over 30 years of construction experience in the industrial equipment installation industry, and has been a valued member of the CCC team since 1999. As a Project Superintendent at CCC, Joe oversees all phases of a construction project from initial planning through completion. His responsibilities include subcontractor management, billings, field orders, schedule maintenance, quality control, and ensuring CCC's safety program is properly implemented and followed. Joe's strength lies in his ability to effectively communicate with subcontractors.

REPRESENTATIVE EXPERIENCE

FCA, Dundee Engine Plant South Warehouse Addition, Dundee, MI: Project Manager for 155,000 SF warehouse addition, value \$13.5 million

Ford Motor Company, Chicago Assembly Plant, Chicago, IL: Total demolition of all tooling in the 2M SF facility. Work occurred during 3 shut downs starting in July 2018, December 2018. 250 - 350 trades worked around the clock in March of 2019 in order to meet a very aggressive schedule; value \$13.6 million

General Motors Corporation, Romulus Powertrain, Romulus, MI – Superintendent for data center renovation, value \$33 million

General Motors Corporation, **Romulus Transmission Plant**, **Romulus**, **MI** – Superintendent for renovation of transmission plant to support GRx10 speed transmission program, value \$2.9 million

General Motors Corporation, Pontiac North Stamping Facility, Pontiac, MI – Superintendent for demolition and 91,5000 SF building addition, value \$36 Million

FCA, Data Center Renovation, Auburn Hills, MI - Superintendent for 75,000 SF renovation of an inactive data center that was remodeled as FCA's Corporate Data Center, value \$13 Million

FCA, **Sterling Heights Stamping**, **Sterling Heights**, **MI** –Superintendent Sterling Stamping Plant Data Center Upgrades, value \$700,000

FCA, Sterling Stamping Data Center Renovation, Sterling Heights, MI: Superintendent for Data Center renovation, value \$750,000

University of Michigan Hospital, Ann Arbor, MI: Superintendent for waste grinder replacement, value \$322,000

University of Michigan, **Isotope Laboratory**, **Ann Arbor**, **MI**: Superintendent for general contract renovations to create new laboratory space, value \$885,000

University of Michigan, Ross School of Business, Ann Arbor, MI: Superintendent for general contract renovations, value \$516,000



Commercial Contracting Corporation

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		PAID HOURLY - Subject to															
		Overtime		Current 2021				1.45%	0.80%			Union					Total
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Aureau of Apprenticeship and Training Certificate of Aegistration

OPERATING ENGINEERS LOCAL 324

JOURNEYMAN & APPRENTICE TRAINING FUND, INC.

275 EAST HIGHLAND ROAD

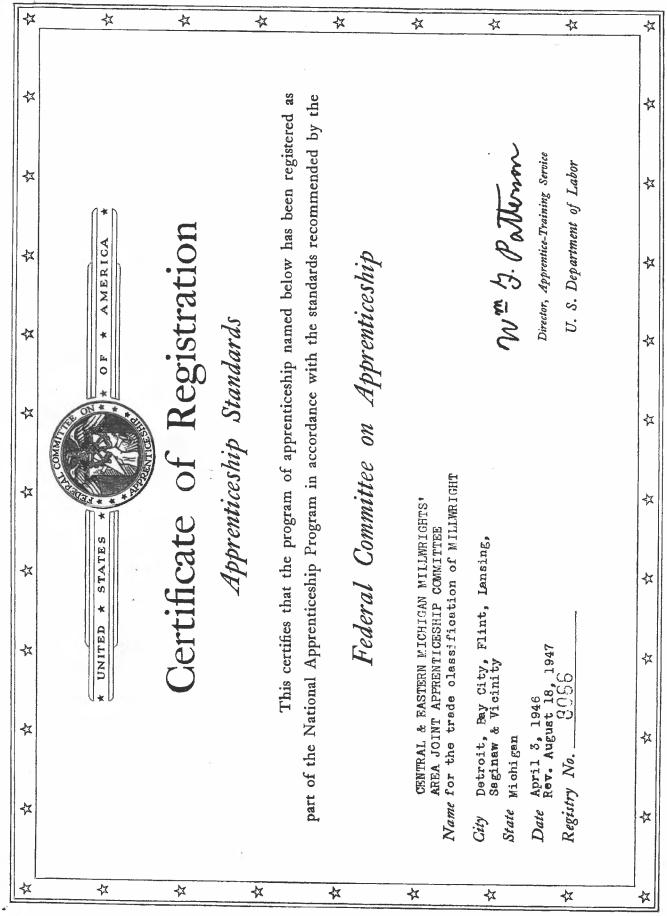
Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Babor aflege maken

Secretary of Labor

Director, Bureau of Apprentice and Training

March 22, 2002

MI015-7800651.
Registration No.



B. S. GOVERNMENT PRINTING OFFICE 16-47287-1



2/18/2021

Re: CCC 2020 MIOSHA Citation #1465205.015

To Whom it May Concern,

On 2/25/2020, a MIOSH Compliance Officer visited a project where CCC had 2 employees working as a subcontractor to the GC. One of the CCC employees was a Superintendent and the other was an apprentice. During that visit, the Superintendent was pulled away from the work to participate in the site walk with MIOSHA and the GC. As they came back through the area where CCC was working, it was noticed that the apprentice was using a cut-off grinder without wearing a full-face shield. The at-risk situation was corrected immediately, but CCC was issued a citation.

The CCC employee was adequately trained for the required PPE for the task being performed and had excess face shields immediately available to him at the work location.

This citation does show up in the OSHA Establishment Search page with the status of "Violations Under Contest".

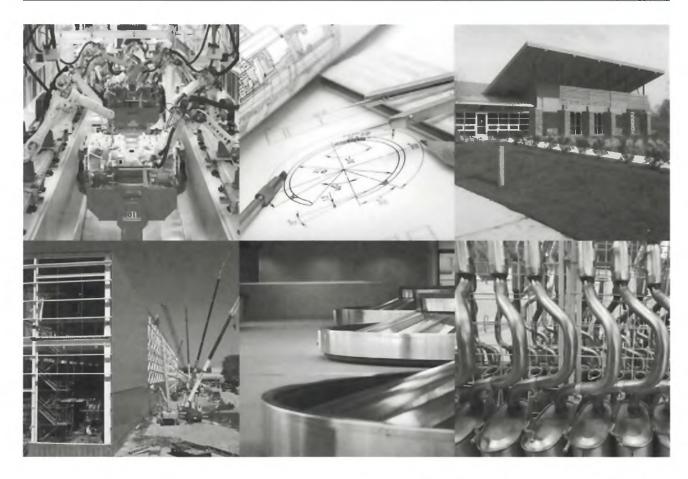
As CCC is currently in the appeals process for this citation, no additional relevant documentation will be provided until this citation is resolved and closed by MIOSHA. Once resolved, CCC will provide additional relevant information to update our answer to this specific question in the Avetta Annual Update Survey.

Thank you,

Steven Wall

Corporate Safety Director

SAFETY PROGRAM



BUILDING LEGACIES SINCE 1946

COMMERCIAL CONTRACTING GROUP

4260 North Atlantic Boulevard Auburn Hills, Michigan 48326

> Phone: 248.209.0500 Fax: 248.209.0501

www.cccnetwork.com

Email: info@cccnetwork.com



COMMERCIAL CONTRACTING CORPORATION

Revised January 2019

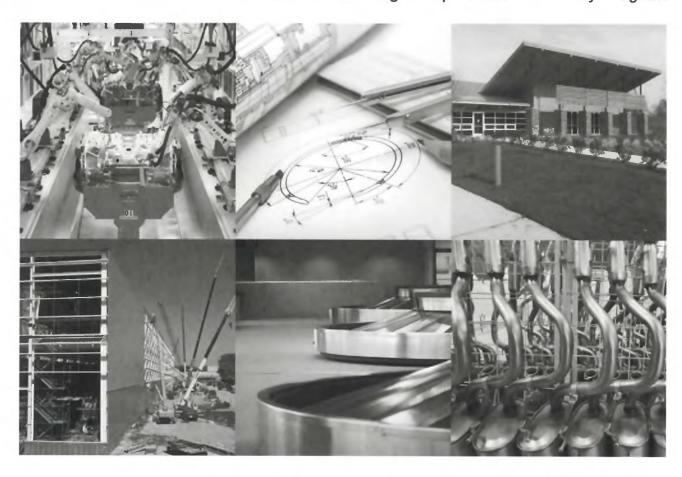
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Cable / Wire Stripping
Personal Protection Equipment (PPE)
Hazard Communication
Accountability Program
Section 13 - Hazard Communication
Section 14 - OSHA, MIOSHA, & other public agency inspections

SAFETY PROGRAM ADDENDUM

A Supplemental Publication to the Commercial Contracting Group's Published Safety Program



BUILDING LEGACIES SINCE 1946

COMMERCIAL CONTRACTING GROUP

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Revised January 2019

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THE



DRUG AND ALCOHOL SCREENING PROGRAM

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Revision 8 June 1 2014

Section 1. INTRODUCTION

- (a) This document contains procedures to be utilized to conduct testing for illegal drugs, substances and alcohol on unionized construction projects. When implemented, this Program applies to all employees and potential employees of contractors and subcontractors at all tiers, including bargaining unit and non-bargaining unit employees.
- (b) This policy contains the following minimum standards:
 - a. Ten (10) Panel Drug Screening (values listed in Appendix A)
 - b. Provides for Initial, Annual, Random, For Cause, Post-Accident and Return to Duty Screening.
 - c. Designated Medical Review Officer (MRO)
 - d. Bona Fide Dispute Resolution Process
 - e. Bona Fide Method of Discipline
 - f. Addresses Means and Methods for Employee Rehabilitation.
 - g. Addresses Training for Reasonable Cause Screening
- (c) Specimens shall be collected in accordance with the procedures set forth in DOT Urine Specimen Collection Guidelines for the U.S. Department of Transportation Workplace Drug Testing Programs including, but not limited to, those procedures governing the use of split samples and those establishing a formal chain of custody.
- (d) Only approved evidential breath testing devices (EBT) and non-evidential devices for conducting alcohol testing shall be used. These devices are listed on NHTSA's Conforming Products List (CPL). All equipment shall have a quality assurance plan approved by the NHTSA and shall not be used in the event that the device does not meet the specified quality controls.

Section 2. COMMITMENT TO CONFIDENTIALITY

- (a) Protecting the confidentiality of the employee is a primary interest of labor, owners, and contractors. Towards that end, there will be a single Medical Review Officer (MRO) for the entire area covered by the M.U.S.T. Program. The MRO will be the sole individual who has access to employee medical records and drug testing results.
- (b) The MRO will only be allowed to advise a designated contractor representative that the employee is either *current*, *recollect*, *not current*, *pending or ineligible* with the M.U.S.T. Drug and Alcohol Screening Program. No information about the test results, the substance that an employee may have tested positive for, levels of testing, or any other specific information will be shared.
- (c) Contractors will designate a specific representative as the contact person who will be the only individual to receive information from the MRO.

Revision 8 June 1 2014

- (d) The following procedures and guidelines regarding confidentiality will be strictly observed:
 - (1) All test results will be considered medical records and held confidential to the extent permitted by law.
 - (2) All actions taken in connection with the Program will remain confidential.
 - (3) The Medical Review Officer will be the only individual who has detailed information concerning employee drug testing.
 - (4) The Medical Review Officer may disclose to the contractor only whether an employee is current or not current with the Program.
 - (5) Medical personnel, the contractor, its supervisors, or any other personnel will not disclose any information regarding the testing of an employee to the owner, contractor, or any other party.
 - (6) Contractor management or supervision shall not request information from the MRO or medical staff regarding any employee's test or type/level of substance.
 - (7) Information may be divulged for grievances, arbitration, and/or litigation with respect to these matters to the extent permitted by law.

Section 3. CARD IDENTIFICATION SYSTEM

- (a) Only employees who have been issued an appropriate Identification Card, or who are in the process of being issued the Card, and who are current with the M.U.S.T. Drug and Alcohol Screening Program may be employed for work on a project requiring this program.
- (b) To obtain the card, the individual must have a Report Manager complete the Member Registration Form through our Program administrator's website.
- (c) An individual's social security number will be used when first registering in the system. A unique identifying number will then be assigned by the administrator for verifying an individual's status in the system.
- (d) Any employee who refuses to obtain a card will not be permitted to work on projects covered by this Policy.
- (e) When a potential employee reports for work and is not enrolled in the program, he/she will proceed to the appropriate contractor's field office to be signed up for employment for a probationary period, pending results of the initial screening, <u>unless the Owner requires a current drug screening prior to employment.</u>

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Section 4. TYPES OF TESTING

A urine drug screen and/or breathalyzer alcohol test shall be administered under the following circumstances:

- (a) *Initial Drug Screening*: All potential employees of all contractors at all tiers who work at the Project and who are not current with the M.U.S.T. Program shall submit to an Initial Drug Screening. If the Owner requires a current drug screening prior to employment, he/she will be required to submit to the Initial Drug Screening prior to employment. The Initial Drug Screening will test for the presence of illegal drugs and substances. This screen will not include an alcohol test. Any potential employee refusing to submit to this test will not be permitted to work on any Project covered by this program.
 - (1) Existing Employees Transferred From Another Location to Work on a Project Covered by this Program: All employees in this classification must obtain an Identification Card and become current with the Program. Any employee who is not current with the Program will not be permitted to work on the Project.
 - (b) *Random Testing*: Twenty-five percent (25%) of the workforce employed on M.U.S.T. Program Jobs shall be tested at random annually or as mandated by law. The selection of employees for random testing shall be determined exclusively by the Program administrator through its computer-generated, random-number generating program to ensure complete impartiality and objectivity. Selection of employees for random testing shall not be conducted by any contractors or employers. Random testing shall screen for illegal drugs and substances as well as alcohol. The MUST Joint Drug Testing Board will periodically review the effectiveness of the program and modify the percentage to be randomly tested based on the level of positive results. The random testing procedure is more effective when all of the following occur:
 - (1) The contracting party audits/monitors for contract compliance where the MUST program has been specified;
 - (2) Contractors are monitored for compliance with the MUST program;
 - (3) Access is denied to contractors not in compliance with the MUST program; and
 - (4) Contractors utilize technology to continuously update eligible employee information.

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- (c) *Periodic Testing*: All employees will be tested a minimum of once every twelve (12) months to maintain their status as current with the Program. A random test will be counted in determining whether an employee has been tested within the previous twelve (12) months. Employees who have not been tested within the previous twelve (12) months will submit to a screening test when directed to do so. Periodic testing shall include screening for illegal drugs and substances. This screen will not include an alcohol test.
- (d) *Testing for Cause*: All employees may be tested for cause for illegal drugs and substances as well as alcohol when a reasonable suspicion exists that the employee appears to be under the influence of illegal drugs or substances and/or alcohol.
- (e) *MRO-Directed Testing*: After a positive test employees are subject to unannounced testing for illegal drugs and substances as well as alcohol as directed in the discretion of the Medical Review Officer.
- (f) **Post-Accident Testing:** An employee with a chargeable accident shall be required to submit to post-accident screening for the use of illegal drugs or substances and/or alcohol as set forth in Section 9 of this Policy.

Section 5. ILLEGAL DRUGS AND SUBSTANCES

(a) Testing under the M.U.S.T. Drug and Alcohol Program includes screens for:

Amphetamines Barbiturates Opiates
Benzodiazepines Phencyclidine Synth. Opiates
Cocaine Propoxyphene (Darvon) 6-AM

Methadone THC (Marijuana and Cannabinoids) MDMA

(b) A test will be considered positive when it shows the presence of illegal drugs/substances in the body at or above cutoff levels stated on the Drug Information Chart contained in Appendix A.

Section 6. PROCEDURE FOR INITIAL, RANDOM AND PERIODIC DRUG SCREENING

- (a) Specimen collection may occur on-site or at an off-site clinic provided no loss of wages results.
- (b) Each individual will read and sign the attached Drug Screen Consent Form prior to any test being administered. Failure to do so constitutes refusal to submit to a test.
- (c) A formal chain of custody will be established for every drug test.
- (d) A split sample consisting of two urine collection containers sealed in a plastic container will be furnished to the individual. The containers must contain an

Revision 8 June 1 2014

amount of urine sufficient for one Enzyme Medical Immunoassay Test (EMIT) test and two GC/MS or LC-MS/MS confirmatory tests, but in no event less than two (2) ounces per container. Each individual's urine specimen will be collected and temperature tested for verification. The second container will be used in the event the first container has become contaminated. Both samples are to be sent to the testing laboratory.

- (e) Before the specimen ever leaves the individual's sight, the urine container will be sealed with security tape which has been initialed by the individual.
- (f) Specimens collected on-site will be picked up by courier and transported to the laboratory for testing. A portion of the sample will be tested using the EMIT test and if positive, another portion will be tested for verification using a SAMSHA approved method of confirmation testing.
- (g) The remainder of the urine specimen will be maintained at the laboratory for thirty (30) days following the date of the test.
- (h) After having submitted an acceptable sample, an individual submitting for the Initial Drug Screen will then be given a form stating that he/she has consented to and given urine sample for drug screening and is available for employment for a probationary period, pending results of the initial drug screening. This form will be signed by the attending medical personnel and a supervisor of his/her employer.
- (i) Any individual who refuses to take a drug test will not be eligible for employment by any contractor at Projects covered by the M.U.S.T. Drug and Alcohol Screening Program.
- (j) The results of the drug test will be posted on the individuals Report Card. If the individual has tested positive or has otherwise become ineligible with the Program the results of the drug test will be communicated to the contractor's designated representative by the MRO, he/she will be removed from the Project immediately and paid for all hours worked. The individual will not be eligible for employment with any employer on Projects covered by this Program in accordance with Section 15 contingent on a negative drug screen.
- (k) The individual will be provided a copy of positive test results by the MRO, if requested.
- (1) Retesting: Retesting provides the opportunity to confirm a positive test result by having a confirmation testing done, on the split sample previously collected at a SAMHSA (Substance Abuse and Mental Health Services Administration) certified laboratory of donor's choice. The confirmation testing will be done using a SAMSHA approved confirmation testing method.

- (1) Within five (5) work days of being notified of the positive test results, such individual must submit a letter to the MUST Program Manager requesting confirmation of the positive test.
- (2) The above letter must include the name, address and telephone number of the SAMHSA laboratory of their choice. Only SAMHSA certified laboratories may be utilized. An individual should consult with the MRO for a current list of SAMHSA certified testing facilities.
- (3) The above letter must include a money order in the amount of \$150.00.

The specimen will be shipped directly from the program administrator's laboratory to the laboratory of the employee's choice. If the test results are negative, the \$150.00 will be reimbursed and the individual will be reinstated with full back pay and benefits. If the results remain positive, an additional \$60.00 money order must be sent for a retest of the individual which will occur after the applicable period of exclusion from MUST projects. A Chain of Custody form will be provided by the MUST Program Manager for the individual to use at an approved collection site.

Section 7. PREREQUISITES FOR A DRUG/ALCOHOL TEST FOR CAUSE

- (a) Existing employees working at the Project may be tested for illegal drugs, substances and alcohol if there exists a reasonable suspicion that the employee is under the influence of alcohol or any of the substances identified in Section 5. For the purpose of this Program, the term "reasonable suspicion" shall be defined as aberrant or unusual on-duty behavior of an employee who:
 - (1) is observed on-duty by either the employee's immediate supervisor, higher ranking employee, or other managerial personnel of the contractor who has been trained to recognize the symptoms of drug abuse, impairment or intoxication, which observations shall be documented by the observer(s);
 - (2) exhibits the type of behavior which shows accepted symptom(s) of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances or alcohol; and
 - (3) Such conduct cannot reasonably be explained as resulting from other causes, such as fatigue, lack of sleep, side effect of prescription or over-the-counter medications, illness, reaction to noxious fumes or smoke.
- (b) Drug testing of this type will not be conducted without the written approval of the contractor's job superintendent or designated manager. The job superintendent or designated manager must document in writing who is to be tested and why the test was ordered, including the specific objective facts constituting reasonable suspicion leading to the test being ordered, and name of

any source(s) of this information. One copy of this document shall be given to the employee before he/she is required to be tested, and one copy shall immediately be provided to the Union steward, if requested by the employee. After being given a copy of the document, the affected employee shall be allowed enough time to be able to read the entire document. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed, and no disciplinary action shall be taken against the employee.

- (c) When a supervisor, higher ranking employee or other managerial personnel has reasonable suspicion to believe that an employee is using, consuming, or under the influence of an alcoholic beverage, non-prescribed controlled substance (other than over-the-counter medication), and/or non-prescribed narcotic drug while on duty, that person will notify the job superintendent or designated manager for the purpose of observation and confirmation of the employee's condition.
- (d) The employee will be offered an opportunity to give an explanation of his condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. A Union steward or designee shall be present if appropriate and requested during such explanation and shall be entitled to confer with the employee before the explanation is presented.
- (e) If after this explanation the job superintendent or designated manager, after observing the employee, has reasonable suspicion to believe that the employee is using, consuming and/or under the influence of an alcoholic beverage, non-prescribed controlled substances, or non-prescribed narcotic while on duty, then, by a written order signed by the job superintendent or designated manager, the employee may be ordered to submit to a drug and alcohol screen. Refusal to submit to this testing after being ordered to do so will result in the employee being ineligible for employment by any contractor at Projects covered by the Program.

Section 8. PREREQUISITES FOR POST-ACCIDENT SCREENING

- (a) *Post Accident*: An employee with a chargeable accident shall be required to submit to post-accident screening for the use of illegal drugs or substances and/or alcohol. The screening will take place as soon as possible after the accident but in no case later than thirty-two (32) hours after the accident.
- (b) A chargeable accident is defined as:
 - (i) An accident involving the death of a human being or
 - (ii) An accident that results from the employee's negligence and results in the property or vehicular damage of one thousand dollars (\$1,000) or more.

- (a) Testing <u>will not be required</u> of an injured employee if it reasonably appears that the employee was injured solely as the result of another employee's action,
- (b) If an employee involved in an accident is not injured, no test will be required unless probable cause, as defined in this Policy, exists.
- (iii) An accident requiring any medical treatment other than first aid as defined by MIOSHA.
- (c) An employee who is seriously injured and cannot provide a specimen at the time of the accident shall consent to a blood test or provide the Medical Review Officer the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were illegal/controlled drugs or substances and/or alcohol in their system. If an employee refuses to comply with this provision, the MRO shall note such refusal and such refusal shall be considered a positive result under Section 15, and the employee will be classified as "ineligible".

Section 9. PROCEDURE FOR CAUSE AND POST-ACCIDENT DRUG SCREENING

- (a) Employee drug screens for cause and post-accident will include testing for the same drugs as identified in Section 5, but also will include testing for alcohol.
- (b) Each employee will read and sign the attached Drug Screen Consent Form prior to any test being administered. Failure to do so constitutes refusal to submit to a test.
- (c) For cause and post-accident screening shall be performed at the appropriate jobsite trailer or at a designated off-site clinic. The individual may be accompanied to an off-site clinic by a contractor representative (company policy will dictate). A split sample consisting of two urine collection containers sealed in a plastic container will be furnished to the employee. A minimum sample of two (2) ounces per container must be collected. All other security procedures as listed in Section 6 shall be followed, including chain of custody and a listing of any medication the employee has used in the preceding thirty (30) days.
- (d) The Union steward or designee, if appropriate and requested by the employee, may witness the sample sealing procedure at the first aid trailer or the off-site clinic.
- (e) An EMIT test and, if positive, a confirming GC/MS or LC-MS/MS test will be performed on the sample. The remainder of the sample will be stored at the laboratory for thirty (30) days.

- (f) An employee will be suspended from the project until the return of their test results. If the results are negative, the employee will be paid for all lost hours and returned to work.
- (f) If the employee's test is positive, they will remain suspended from the Project, compensated for all hours worked and remain suspended from all MUST Projects as defined in Section 15 of this policy. The employee will be presented with a copy of the results of the drug screen. He/She will have the option to have a portion of the remainder of the sample tested at his/her own expense at a SAMHSA certified laboratory of his/her own choice. A SAMSHA approved method of confirmation testing will be done. The sample will be shipped directly from the Program administrator's laboratory to the laboratory of the individual's choice.
- (g) If the test conducted pursuant to Paragraph (f) of this Section is negative, the employee will be reinstated with full back pay and benefits, and will be reimbursed for the cost of the test by the employer. The individual must exercise the option of a second GC/MS test within five (5) workdays of being notified of the positive test results.
- (h) Any employee whose test is positive will not be eligible for employment on Projects covered by this Program in accordance with Section 15 contingent on a negative drug screen.
- (i) Any employee whose test is positive is subject to unannounced testing for illegal drugs and substances as well as alcohol as directed in the discretion of the Medical Review Officer.

Section 10. SCREENING FOR ALCOHOL

- (a) Alcohol detection will be based on a breathalyzer. If an employee's test results indicate that he/she has exceeded the policy's .04% blood alcohol limitation, he/she will be considered ineligible and will not be eligible for employment on Projects covered by this Policy in accordance with Section 15.
- (b) An employee who tests positive will be removed from the Project immediately and paid for all hours worked.
- (c) Any individual who refuses to take an alcohol test will be considered "ineligible".
- (d) Any employee whose screening is positive, is subject to unannounced screening for illegal drugs and substances as well as alcohol, as directed in the discretion of the Medical Review Officer.
- (e) Zero Tolerance Alcohol Policy As an alternative to the above Alcohol Screening Procedures, an owner may adopt a Zero Tolerance Alcohol Policy for a particular project or several projects, provided that:

- (1) The owner requires all individuals entering the site(s) to conform to the Zero Tolerance Alcohol Policy;
- (2) The owner enters into a Project Labor Agreement (PLA) for the project(s) subject to the Zero Tolerance Alcohol Policy with the appropriate Building Trades Council.

Section 11. EMPLOYER RESPONSIBILITIES

- (a) Each employer working on a site requiring this program must be registered in the program.
- (b) Each employer will enroll and process the initial drug screening if employee has not already been enrolled into the program
- (c) Each employer will submit a monthly listing of employees eligible for random screening
- (d) Failure of the employer to comply with the program will be grounds to relinquish their access to the system and thus access to projects requiring this program.
- (e) Each employer will monitor its employees for behavior that may indicate drug or alcohol misuse or abuse.
- (f) Each employer will provide training to its supervisors to enable them to identify behaviors exhibited by persons who are under the influence of drugs or alcohol.

Section 12. EMPLOYEE RESPONSIBILITIES

- (a) Each employee shall have his/her Identification Card in his/her possession.
- (b) Each employee shall report for testing as instructed. Failure to report will be considered a refusal to submit to the test.

Section 13. GENERAL PRINCIPLES

- (a) All results of tests included in this Program shall be considered medical records and held confidential to the extent permitted by law. However, this information may be divulged for grievances, arbitration, and/or litigation with respect to these matters.
- (b) The testing laboratory for this Program must be a laboratory certified by SAMHSA.
- (c) It is understood that neither M.U.S.T. (Management and Unions Serving Together), and/or their constituent member organizations and affiliated Unions,

shall be responsible for ascertaining or monitoring the drug-free or alcohol-free status of any employee or applicant for employment.

(d) No employee or employer may modify any document involved with the administration of this program.

Section 14. MEDICAL REVIEW OFFICER RESPONSIBILITIES

- (a) The Medical Review Officer shall:
 - (1) Maintain confidentiality on all levels.
 - (2) Review and verify a positive test.
 - (3) Notify a tested employee of a positive test.
 - (4) Provide the employee an opportunity to explain a positive test.
 - (5) If an employee has appropriate documentation for use of prohibited drug and the MRO determines legitimate use, the employee will continue to be classified as current with the Program.
 - (6) Review employee's medical records made available to him.
 - (7) Notify the designated contractor representative when an employee is ineligible under the Program.
 - (8) Advise the employee of his right to request a second test of the split sample.
 - (9) Process request for retest of original sample.
 - (10) Participate in return to work decisions as required, noting employee's ability to return to work with or without restrictions.
 - (11) Refer employees who test positive to appropriate medical evaluation and make recommendations.

Section 15. CONSEQUENCES OF A POSITIVE DRUG OR ALCOHOL TEST

- (a) If test is positive, the individual will be removed from the Project immediately and paid for all hours worked. The individual will not be eligible for employment as provided in Paragraphs (d), (e), (f) and (g) of this Section, unless regulated by Department of Transportation or Nuclear Regulatory Commission regulations.
- (b) Individuals who test positive shall have the right to secure a copy of all data relating to the test procedures and results provided. These costs are to be paid by the individual in advance.

- (c) All employees must be current with the M.U.S.T. Drug and Alcohol Screening Program in order to be employed on a covered Project.
- (d) *First Violation of Program*: An employee who tests positive for the first time will be ineligible for employment on all Projects covered by this Program for thirty (30) days, contingent on a negative drug/alcohol test and approval by the MRO.
- (e) **Second Violation of Program**: An employee who tests positive for the second time will be ineligible for employment on all Projects covered by this Program for ninety (90) days, contingent on a negative drug/alcohol test and approval by the MRO.
- (f) *Third Violation of Program*: An employee who tests positive for the third time will be ineligible for employment on all Projects covered by this Program for one year, contingent on a negative drug/alcohol test and approval by the MRO.
- (g) *Violations of the Program Greater than Three:* Each positive result greater than three will result in an additional one year ineligible period for each violation, contingent on a negative drug/ alcohol test and approval by the MRO.
- (h) The MRO may, in his discretion, modify the ineligibility periods in Section 15 (d), (e), (f) and (g).
- (i) An individual who has tested positive will have the results of the positive test expunged from their record four (4) years after reinstatement into the program, provided that there are no positive tests within that four (4) year period.
- (j) **Return To Work Procedure:** After an individual has been reported ineligible and has completed the above suspension periods, the employee must:
 - (1) Follow all MRO recommendations.
 - (2) Forward a cashier's check or money order to MUST Drug Testing for the amount necessary for re-entry screening. The current amount is \$60.00 (Sixty Dollars). Please call the MUST Program Manager for information.
 - (3) Receive a Custody of Control (COC) form from the MUST office for re-entry screening. A contractor's COC will not be acceptable.
 - (4) Submit a urine sample at an approved collection site.
- (k) Substance abuse can become an illness and require professional intervention. The intent of this program is to provide for safer construction sites and not to eliminate job opportunities for those addicted to substances. Ask your employer or union representative about the Employee Assistant Program

(EAP) that may be available to you. If you have tested positive, don't assume you can handle your problem, have a Substance Abuse Professional evaluation today.

Section 16. NEGATIVE DILUTE

- (a) A dilute specimen is a specimen with creatinine and specific gravity values that are lower than expected for human urine.
- (b) If the MRO informs you that a negative drug test was dilute, you must direct the employee to take another test immediately. Such recollections shall not be collected under direct observation, unless there is another basis for use of direct observation.
- (c) The retest will stand as the test of record. If the results are negative or negative dilute, current status will be posted. If the results are positive the applicable consequence will be enforced.

Section 17. TAMPERING WITH A TEST

(a) Any employee who attempts to introduce a substituted or altered specimen shall be classified as "ineligible" with the program, as if the test were positive.

Section 18. RESOLUTION OF DISPUTES

- (a) The following procedure shall be used to resolve all disputes relating to the Program with the exception of those disputes involving employees covered by a collective bargaining agreement that references the M.U.S.T. Drug and Alcohol Screening Program. The parties to such a collective bargaining agreement should use the dispute resolution procedure contained in that collective bargaining agreement. However, the parties to such a collective bargaining agreement, at their discretion, may use the following procedure, or any portion thereof, in any particular dispute if so agreed by all parties to the dispute.
- (b) When a dispute arises pertaining to the administration of the MUST Drug and Alcohol Screening Program, it shall be the responsibility of the Local Union and the Employer to attempt to resolve the matter. If the employee is not covered by a collective bargaining agreement, the employee and the employer will attempt to resolve the matter. In both cases, the parties may consult with the Program Manager of MUST to assist in resolving the matter.
- (c) Joint Committee. If the matter is not resolved by the Local Union/unrepresented employee and the Employer as indicated in Step 1, the parties will have 5 days to refer the problem to the MUST Joint Drug Testing Board. This Board will consist of equal numbers of Union and Contractor

representatives, with each side having 3 members. The Board will attempt to reach consensus and shall be chaired by the Program Manager of MUST, who will serve as the tiebreaker in case a vote is necessary to reach closure. The Board will convene a meeting within 10 days of receipt of a request from a Local Union, unrepresented employee or Employer. The Board will accept verbal and written statements, review testimony and exhibits, and will render a recommendation as to the merit of the grievance within 5 days of the meeting. The Board's recommendation is not binding on either party but may be used to determine whether or not to advance the matter to the next step.

(d) Arbitration. Either party may file a request for arbitration by submitting a *Request for Arbitration* form to American Arbitration Association (AAA), accompanied by the appropriate administration fee. AAA will provide the parties with lists of appropriate arbitrators from which to select; AAA will administer the arbitration process in an expeditious fashion, including arbitrator selection, agreement on a hearing date, and all arrangements necessary for conduct of the arbitration hearing. The parties agree to be bound by the final decision of the arbitrator.

The Arbitrator will render his/her decision within 30 days, and shall include the rationale for making his/her decision. Cost of the arbitration will be born equally by the parties. In the event that the arbitrator finds that the employee was improperly removed and suffered an inappropriate loss of wages and benefits as a result, the Arbitrator may order such losses to be repaid to the employee.

Section 19. RECIPROCITY

The MUST Drug and Alcohol Screening Program can meet its goal of providing all employees at unionized construction projects a safe work place and a drug free work environment by recognizing similar efforts, either on a regional or national basis. A regional or national program can obtain the granting of reciprocal status when all of the following conditions are satisfied:

- (a) The program is embodied in a written policy.
- (b) A similar level and panel of drugs is tested.
- (c) The program implements similar procedural safeguards to ensure the integrity of the testing process, including the use of a Medical Review Officer (MRO).
- (d) The program utilizes a bona fide method of reinforcement (discipline) that imposes similar consequences for failing a drug and/or alcohol test.
- (e) The policy provides for initial applicant testing, annual testing, random testing, for cause testing, post accident testing, return to duty testing and follow up testing.

- (f) The policy contains a bona fide dispute resolution process.
- (g) The policy addresses employee rehabilitation through a Employee Assistance Program (EAP) as the result of a failed drug and/or alcohol test.
- (h) The policy addresses training for substance abuse awareness as it pertains to for cause testing. (Section 7 (a) (1).
- (i) An agreement is established between MUST and the other program that enforcement shall follow the individual (an employee shall be restricted under the terms of the program where the positive test occurred until that employee satisfies the conditions for reinstatement).

Section 20. DEFINITIONS

ANNUAL DUE: Drug screening test date will expire in 30 days.

CALL M.U.S.T. OFFICE: Contact needs to be made with the M.U.S.T. Program Manager because there is no billing code associated with the test. When the donor or contractor calls in, the M.U.S.T. office enters the proper contractor, location and/or fund through the administrator interface and the status gets displayed.

CHARGEABLE ACCIDENT: An accident involving the death of a human being, an accident that results from the employee's negligence and results in the property or vehicular damage of one thousand dollars (\$1,000) or more or an accident requiring medical treatment other than first aid as defined by MIOSHA.

CHAIN OF CUSTODY: Handling samples in a way that supports legal testimony to prove that the sample integrity and identification of the sample have not been violated, as well as documentation describing the procedures.

CONFIDENTIALITY: Knowledge that a specific individual is to be or has been screened for alcohol/substance abuse shall be limited to the Medical Review Officer, personnel of the testing facility, the contractor's designed program administrator, the employee and, if the employee chooses, a representative of the union. To the extent that statistical data regarding the workforce and/or a portion of the workforce are collected, details of the testing may be included as long as the identity of the employee is protected.

CONFIRMATION: A second test by an alternate chemical method to positively identify a drug or metabolite. Confirmation is carried out on presumptive positive from an initial screen.

CURRENT: Employees with *current* status are eligible to work on projects requiring compliance with the MUST Drug & Alcohol Screening Program.

DRUG and ALCOHOL SCREENING: The testing of urine and/or a breath alcohol sample to identify individuals using prohibited substances.

IMPAIRED FROM ALCOHOL: If an employee's test results indicate that he/she exceeded the policy's .04% blood alcohol limitation, he/she will not be considered current with the Policy.

INELIGIBLE: Employees with Ineligible status are not eligible to work on projects requiring compliance with the MUST Drug and Alcohol Screening Program until the date shown, pending a negative drug and alcohol screening and release by the MRO.

MEDICAL REVIEW OFFICER: A physician whose medical training includes certification in toxicology and drug treatment. The MRO shall have sole access to drug testing results.

NEGATIVE DILUTE (RECOLLECT): A dilute specimen is a specimen with creatinine and specific gravity values that are lower than expected for human urine.

NOT CURRENT: Employees with *not current* status shall submit to a drug screening if they wish to be eligible to work on projects requiring compliance with this program.

PENDING: Employees with *pending* status are eligible to work on projects requiring compliance with the MUST Drug and Alcohol Screening Program. The MRO has been in communication with the employee and is requiring further documentation before providing *current or* ineligible status.

POST ACCIDENT SCREENING: Drug and/or alcohol screening performed as the result of an accident involving the death of a human being, an accident that results from the employee's negligence and results in the property or vehicular damage of one thousand dollars (\$1,000) or more or an accident requiring medical treatment other than first aid as defined by MIOSHA.

REASONABLE SUSPICION: A belief that an employee shows signs of possible intoxication, use or being under the influence of drugs or alcohol. "Reasonable suspicion" may also be defined as a belief drawn from specific and particular facts and reasonable inferences that an employee is using illegal drugs or alcohol.

SCREENING FOR CAUSE: Having a chemical screen done when an employee's fitness for duty is in question.

TEST EXPIRED: Drug screening test expiration date has passed.

WRITTEN CONSENT FORM: A form to be signed by the employee prior to submitting to a drug or alcohol screen.

DRUG / ALCOHOL SCREEN CONSENT FORM

RELEASE FORM FOR OBTAINING URINE AND/OR BREATHALYZER SAMPLES FOR DRUG AND/OR ALCOHOL SCREENING AND PERMISSION TO FURNISH THE RESULTS TO THE EMPLOYER.

I authorize		(insert name
authorized collection site or use in a drug or alcohol scree and I give permission for the	S.T. Drug and Alcohol Screen agent to take urine and/or brea ening. I understand why these results to be sent to the Medic e my status, to my employer, in	thalyzer samples from me for samples are being requested cal Review Officer (MRO).
Together), including their co	hold harmless M.U.S.T. (Mana instituent member organization ectors from any consequences a from.	as and affiliated Unions, as
Name (Please Print)	Social Security Numb	eer
Signature	Date	·
Address		
City	State	Zip Code
Area Code/Phone Number	(· · · · · · · · · · · · · · · · · · ·	
Witness	Date	

Appendix A

Information Chart and Testing Levels

Drug Group	Common Name	Drug or Metabolite	Initial Test	Confirmation Test Level
		Detected	Level ng/ml	Confirmatory ng/ml
Amphetamines	Speed, Eve, Crystal	Amphetamines Methamphetamines	500 500	250 250
Barbiturates	Secobarbital, Pentobarbital Phenobarbital, Butabarbital	Diverse	300	200
Benzodiazepine	Valium, Librium	Oxazepam	300	300
Cannabinoids	Marijuana, Pot, Smoke,	delta-9-THC-9-	50	15
	Weed, Mary Jane, Ganja	СООН		
Cocaine	Coke, Blow, Crack, Toot	Benzoylecgonine	150	100
MDMA	Ecstacy, XTC, X	MDMA	500	250
Methadone	Methadone, Met	Methadone	300	300
Opiates	Morphine, Codeine,	Oxy, Codeine,	300	300
	Heroin, Horse	Morphine		
Phencyclidine	PCP, Angel Dust, Acid,	PCP	25	25
6AM		6- Monoacetylmorphine	10	10
Propoxyphene	Darvon	Propoxyphene	300	300

Impairment from Alcohol is .04% or Greater Blood Alcohol Level content.



May 5, 2021

Mr. Steve Teper Commercial Contracting Corporation 4260 N. Atlantic Blvd Auburn Hills, MI. 48326

RE: Bonding Capacity

Dear Steve,

Commercial Contracting Corporation enjoys substantial surety capacity with the Travelers Casualty and Surety Company of America for it its operations throughout the U.S. and internationally.

As Commercial Contracting Corporation's surety provider, we have authority to issue individual performance and payment bonds in the amount of \$250,000,000.00 with substantial additional credit available subject to underwriting approval. Commercial's aggregate surety bonding limit at present is in excess of \$500,000,000.000.

Travelers Casualty and Surety Company of America carries an AM best Rating of A+ and Financial Size Category of XV. The Travelers Company is authorized to issue individual bonds in an amount up to \$2,152,553,000 by the Federal Government.

Our willingness to provide surety credit is subject to Commercial Contracting Corporation's acceptance of an award of the contract, Commercial Contracting Corporation applying to the Traveler Casualty & Surety Company of America on or about the day work is scheduled to begin for bonding, and Commercial Contracting Corporation and us, as surety, determining that the contract documents, contract specifications and bond forms are acceptable.

Sincerely,

BROWN & BROWN OF DETROIT

Christopher G. Bolton, CIC, LIC

Account Executive

CGB: jra

Brown & Brown of Detroit Inc. 35735 Mound Road Sterling Heights, MI 48310 586-977-6300



Integrated Management System Statement

Commercial Contracting Corporation, an installer of industrial process equipment and provider of general contracting services located at 4260 North Atlantic Blvd, Auburn Hills, MI 48326 and 4590 Josyln Road, Orion, MI 48359 are dedicated to providing exceptional construction services, while being environmentally responsible. Services include general contracting, construction management, design/build, integrated project delivery, turnkey and self-perform.

Our goals are met through the following shared objectives with our employees, customers, subcontractors and other interested parties:

- ✓ COMPLETE PROJECTS IN A SAFE AND TIMELY MANNER
- ✓ CULTIVATE LONG-TERM RELATIONSHIP AND COMMUNICATE OPENLY
- ✓ CONTINUAL IMPROVEMENT THROUGH MEASURABLE OBJECTIVES & TARGETS
- ✓ CREATE AN ENVIRONMENTAL AWARENESS TO PREVENT POLLUTION
- ✓ COMPLY WITH STATUTORY AND REGULATORY REQUIREMENTS

By achieving these goals, we will remain dynamic as an organization, allowing us to adapt to, and exceed our customer's expectations.

Stephen Fragnoli

President and CFO



Version 13.0 02/2018



ISO PROCEDURE MANUAL

COMMERCIAL CONTRACTING CORPORATION



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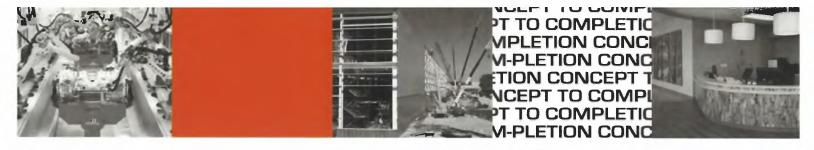
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Forward

Introduction to the Integrated Management System

Commercial Contracting Corporation's Integrated Management System (IMS) is a combination of the Quality Management System and the Environmental Management System. The components include the Integrated Management System Statement, Quality Manual and Procedure Manual. The Procedure Manual defines those processes and the required procedures to maintain the quality level and environmental awareness expected from CCC's employees, managers and executive management.

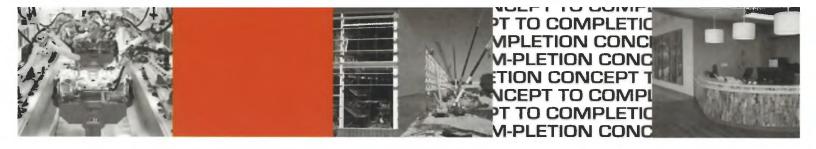
The manual provides specific guidelines and required forms to complete quality and environmental related tasks. This manual does not contain departmental work instructions. The manual is broken into sections by functional area, quality and environmental tasks. Although each section (PM) is designed to function as a standalone procedure, all of these procedures interface at some level.

Integrated Management System Overview



The image above depicts how the primary procedures affecting quality & environmental are supported by the Integrated Management System. Some procedures are value added to support the core functions of the organization. Core processes are identified in the center of each circle, sub-processes are listed above and the underlying support of each representative management system is listed below. (Note: Each section, e.g., Quality Management System is inclusive of all clauses represented within the section)

Employees are aware that the consequences of deviating away from this model may affect quality, raise the risk of polluting the environment or decrease the organizations ability to keep people safe.



Integrated Management System Statement

Commercial Contracting Corporation, an installer of industrial process equipment and provider of general contracting services located at 4260 North Atlantic Blvd, Auburn Hills, MI 48326 is dedicated to providing exceptional construction services, while being environmentally responsible. Our goals are met through the following shared objectives with our employees, customers, subcontractors and other interested parties:

- ✓ COMPLETE PROJECTS IN A SAFE AND TIMELY MANNER
- ✓ CULTIVATE LONG-TERM RELATIONSHIP AND COMMUNICATE OPENLY
- ✓ CONTINUAL IMPROVEMENT THROUGH MEASURABLE OBJECTIVIES & TARGETS
- ✓ CREATE AN ENVIRONMENTAL AWARENESS TO PREVENT POLLUTION

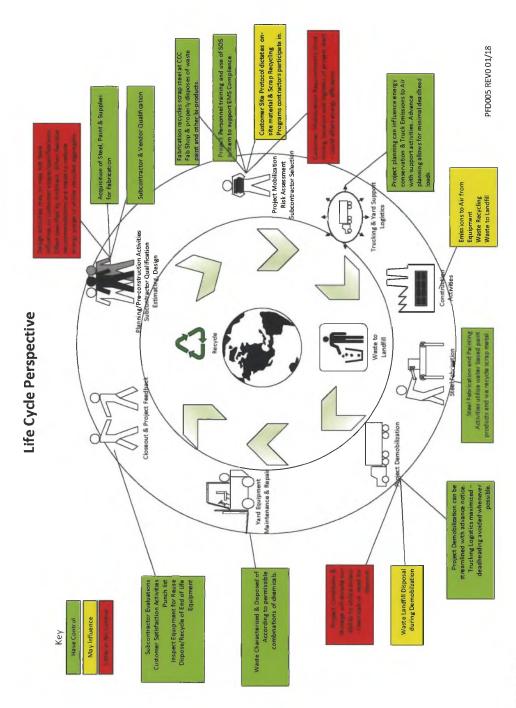
By achieving these goals, we will remain dynamic as an organization, allowing us to adapt to, and exceed our customer's expectations, while adhering to compliance obligations and maintaining our statutory and regulatory requirements.

Stephen Fragnoli

President and CEO



CCC Life Cycle Perspective



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Life Cycle Perspective



Leadership PM-01

REV04 - 02/18

1.0 Scope

1.1. PM1 includes the methods, which CCC's Executive Leadership communicates, reviews the Integrated Management System (IMS) topics and supports the organization's ability to provide the resources to execute the IMS. The IMS is the integration of the Quality System and Environmental Management System.

2.0 Responsibilities

- 2.1. The Management Representative (MR) oversees and is responsible for communicating essential matters to Top Management, including environmental requirements and compliance. This excludes insurance claims or legal liability. The MR has overall responsibility for overseeing and coordinating changes to the IMS, documentation and procedures. The MR has authority to select environmental vendors, implement mandatory training programs and to enforce changed policy to meet applicable standards.
- 2.2. Executive Leadership (Top Management) is committed to providing a corporate strategy and resources, which supports the IMS, and the resources required to carry out the procedures and processes identified within the IMS. Top Management is also responsible for determining the best method to communicate relevant IMS topics to internal, external and interested parties.
- 2.3. The **Corporate Safety Director** is responsible to work with the MR to convey and ensure that required safety compliance, including regulatory and statutory information is identified and acted upon in a manner consistent with the company's core values.
- 2.4. **Supervisors** are responsible for overseeing the implementation of the company's IMS, including its procedures, policies and methods. They are also responsible for ensuring their employees understand and follow the IMS.

3.0 Leadership

- 3.1. Executive Leadership meets 1-2 times per month to discuss relevant/current issues pertaining to quality, safety, environmental and strategy of the organization. These meetings are intended to foster open communication to solve current issues, anticipate future needs and provide the framework for continual improvement throughout the organization. Minutes are retained for two years, as evidence of the meeting, as well as an open issue list.
- 3.2. Members of Executive Leadership determine CCC initiated internal and external communication as it pertains to the IMS.

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4.0 Communication

- 4.1. The IMS Policy is communicated to employees by including it in the employee handbook and the policy is available to interested parties through the corporate website.
- 4.2. CCC has identified its interested parties and their needs and expectations as follows:

Interested Party	Needs and Expectations
Customer:	Quality, fair price and delivery of construction services in a safe and timely manner.
Owners:	Profitability Adherence to Corporate Policies and Procedures
Employees:	Good Work Environment Job Security Recognition for a Job Well Done Rewards for Superior Performance
Subcontractors:	Mutual Benefit
Signatory Unions:	Uphold union agreements and financial obligations
Regulators & Compliance Agencies	Compliance with statutory and regulatory requirements
Public:	Environmentally Responsible Considerate Driving



5.0 Management Review

- 5.1. A formal Management Review meeting is held annually. Meetings may be held face to face or virtually. Proof of participation is required as well as minute, or topic responses. A log is kept and managed for follow-up items.
- 5.2. Specific Agenda Items Covered include:
 - 5.2.1. Quality
 - 5.2.1.1. Status of Open Issues from previous management reviews;
 - 5.2.1.2. Changes in external/internal issues that are relevant to QMS;
 - 5.2.1.3. Operational performance and conformity of products and services;
 - 5.2.1.4. Customer Satisfaction and other feedback from relevant interested parties;
 - 5.2.1.5. Status of Quality Objectives;
 - 5.2.1.6. Nonconformities pertaining to products and services and corrective actions;
 - 5.2.1.7. Monitoring and measurement results;
 - 5.2.1.8. Audit results;
 - 5.2.1.9. Performance of external providers;
 - 5.2.1.10. Resource Availability & Constraints;
 - 5.2.1.11. Effectiveness of actions taken to address risk and opportunities (review SWOT Analysis);
 - 5.2.1.12. Opportunities for Improvement.
 - 5.2.2. Environmental
 - 5.2.2.1. Status of Actions from previous management reviews;
 - 5.2.2.2. Expectations of interested parties and compliance obligations;
 - 5.2.2.3. Significant environmental aspects;
 - 5.2.2.4. Risks and opportunities;
 - 5.2.2.5. Status of environmental objectives;
 - 5.2.2.6. Environmental performance;
 - 5.2.2.6.1. Nonconformities and corrective actions;
 - 5.2.2.6.2. Monitoring and measurement results;
 - 5.2.2.6.3. Fulfilment of its compliance obligations;
 - 5.2.2.6.4. Audit results;
 - 5.2.2.7. Resource Adequacy;



- 5.2.2.8. Relevant communications from interested parties, including complaints;
- 5.2.2.9. Continual Improvement Opportunities.
- 5.3. Minutes and Open Issues will contain:
 - 5.3.1. Conclusions on the overall effectiveness and suitability of the EMS
 - 5.3.2. Decisions on continual improvement opportunities;
 - 5.3.3. Decisions related to needed changes to the EMS and resources;
 - 5.3.4. Appropriate action needed to meet environmental objectives, if appropriate;
 - 5.3.5. Opportunities to improve integration of the environmental management system with other operational/business processes;
 - 5.3.6. Any implications for the strategic direction of the organization.

6.0 Approved By

6.1. Management Representative

7.0 Clause References

- 7.1. ISO 9001:2015 5.1, 5.2.2, 5.3, 6.1.2, 7.1, 7.4, 9.3
- 7.2. ISO 14001:2015 5.1, 5.2, 5.3, 7.4, 9.3

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Customer Satisfaction PM-02

REV03 - 02/18

1.0 Scope

1.1. PM2 includes the methods used to obtain customer feedback relevant to their satisfaction or dissatisfaction of services provided by CCC.

2.0 Responsibilities

- 2.1. **Project Managers** have the responsibility of assisting Business Development obtain survey responses.
- 2.2. **Executive Management** or **Business Development** has the responsibility for reviewing survey responses.
- 2.3. Amendment to the content of this procedure will be formally approved and re-issued by the **Management Representative** for Quality.
- 2.4. A sampling of surveys are sent for projects with a dollar value of \$50,000 or above, as well as a sampling of miscellaneous projects valued below \$50,000.
- 2.5. **Business Development** is responsible for processing and/or managing professional resumes received from hiring manager.

3.0 Control of Surveys

- 3.1. Business Development will speak with department managers about which jobs are completed/near completion and ready to be surveyed. Business Development will confirm the name and contact information for the person to be surveyed.
- 3.2. Business Development will prepare the survey (CSS001 Customer Satisfaction) to be administered and begin calling the survey contact.
- 3.3. Should the Survey not be obtainable by phone, the survey can then be issued via email and/or US Mail. Project Managers will be notified, either verbally or by email, of the status of his/her respective surveys. While Business Development waits to receive the completed survey, they will continue calling on that survey. One month after the mailing of the survey and Project Manager notification, the survey status will be considered unobtainable.
- 3.4. Business Development tracks the status of surveys issued. The status of a survey can be "Complete", "Sent", or "Unobtainable".
- 3.5. Business Development compiles survey results.
- 3.6. Business Development forwards the survey results to Executive Vice Presidents for review and follow-up, as appropriate.
- 3.7. Executive Vice Presidents or designees are responsible for the follow-up of customer satisfaction surveys found to be unacceptable or determined to be a non-conformity. If



they determine additional action is required, the Executive Vice President or designee will identify the actions and document, as they determine appropriate. If it is determined to be a non-conformity of the IMS, they will reference PM7 Improvement for next steps.

- 3.7.1. Organizational Knowledge from follow-up activity may include identification of new risks, lessons learned, process improvement, etc.
- 3.7.2. Other actions may include employee development opportunities.
- 3.8. Examples of this may include lessons learned; new risks, employee development opportunities, etc. Not all follow-up will have additional actions associated.

4.0 Approved By

4.1. **Director of Business Development** is responsible for review and authorization of this procedure and for ensuring its contents remain effective.

5.0 Clause References

- 5.1. ISO 9001:2015 8.1, 9.1.2
- 5.2. ISO 14001:2015 7.4.3



Internal Audit PM-03

REV03 - 02/18

1.0 Scope

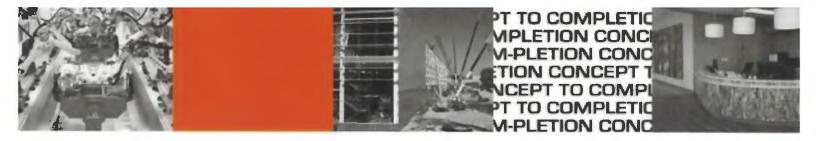
1.1. PM3 defines the method for Internal Auditors, including the planning, execution and follow-up of internal audits.

2.0 Responsibilities

- 2.1. The **Lead Auditor** is responsible for review and authorization of this procedure and for ensuring its contents remain effective.
- 2.2. Environmental and Quality Audits are conducted using the same methodology; frequency; reporting; participant responsibility.

3.0 Control of Operations

- 3.1. Suitably trained and skilled personnel perform all internal audit functions.
 - 3.1.1.Lead Auditors attend 3rd party Lead Auditor Training for the standard they will be auditing.
 - 3.1.2.Internal Auditors work under the guidance of the Lead Auditor and may be trained by a Lead Auditor.
- 3.2. An internal audit is conducted, at a minimum, once per year covering every element of the Integrated Management System at least once.
- 3.3. A Lead Auditor is established for each internal audit.
- 3.4. Audit plans are developed for every audit by the Lead Auditor, with the following content; scheduled date and time, audit activity and auditee representative.
- 3.5. Audit plans consider previous non-conformances and the importance of the activity.
- 3.6. Internal Auditors will use the standard and relevant procedures to develop audit checklists.
- 3.7. Internal Auditors may not audit his/her area of responsibility.
- 3.8. Non-conformances are documented and distributed to the auditee on the QSD010 Improvement Request.
- 3.9. The QSD015 Improvement Request Tracking Log is used to track audit activities and follow-up to non-conformances.
- 3.10. Responses to non-conformances will be submitted to the Auditor and non-conformances will be reviewed and verified. The total closeout process is 90 days.
- 3.11. Internal Audit Records will be maintained for a minimum of three years. Internal Audit Files are filed and indexed according to audit number.



4.0 Approved By

4.1. Amendment to the content of this procedure will be formally approved and re-issued by the **Management Representative**.

5.0 Clause References

- 5.1. ISO 9001:2015 9.3.2, 9.2, 10.3
- 5.2. ISO 14001:2015 7.5.3



Documented Information PM-04

REV05 - 02/18

1.0 Scope

1.1. PM4 defines the method for control of the modification, approval, publication and distribution of CCC's Quality Manual, Procedure Manual and forms.

2.0 Responsibilities

- 2.1. The **Management Representative** is responsible for supporting and coaching departments with the development and modification of new procedures and forms.
- 2.2. **Top Management/Leadership** is responsible for providing the resources required to support the on-going maintenance and distribution of the Quality System Manuals and forms.
- 2.3. **Managers** are responsible for providing employees' access and controlling use of the current procedures. This may be accomplished electronically, verbally or in writing.
- 2.4. **Employees** are responsible for following the procedures that apply to them.
- 2.5. **Document Control Administrator (DCA)** has the responsibility of documenting, filing and maintaining a copy of the quality system documents on the server.
- 2.6. **Information Technology** has the responsibility of providing availability to the infrastructure, including hardware, software, communications and other organizational knowledge, as necessary. It also has the responsibility of backing-up the quality system data maintained on the server. (See Diagram A)
- 2.7. Quality records are tracked on the <u>DC018 Quality Records Matrix</u> identifying the responsible party, indexing method, access, filing method, storage location, maintenance requirements, and retention time.

3.0 Control of Document Issue

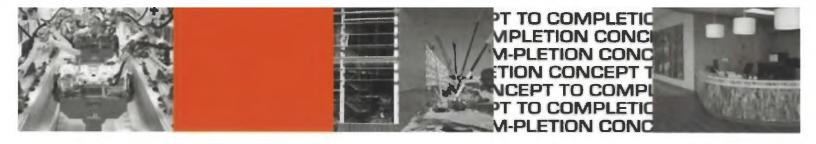
- 3.1. Revisions of procedures and new forms are forwarded to the MR for review with the QSD010 Improvement Request form attached. See Improvement Procedure for instructions on form use.
- 3.2. All Improvement Request forms will be tracked on <u>QSD015 Improvement Request Tracking Log</u>
- 3.3. Approval signatures on QSD010 signify agreement on the suggested/corrective action as well as review of any attached procedures or forms.
- 3.4. The DCA maintains <u>FML001 Master Forms List</u>, which identifies each Form Number, Description, REV Number and REV Date. If appropriate, the form will be included within the Procedure Manual.



- 3.5. If applicable, a copy of the form is made available for electronic use located on the Public Server and/or Sharefile.
- 3.6. The DCA will put the individual procedures in PDF format prior to publishing. The PDF format is available for use on the server and intranet site. Forms may be saved in a non-PDF format (e.g., Word, Excel) on the server to allow for direct data entry.
- 3.7. Printed copies of Procedure Manual and Quality Manual are noted as "Uncontrolled". Please submit a written request to Document Control Administrator or Management Representative if a controlled copy of Procedure Manual or Quality Manual is required.
- 3.8. Controlled copies of the Procedure Manual or Quality Manual are logged in DC020 Controlled Document Log.
- 3.9. The server and intranet site are backed-up daily. A log is kept digitally of this back up on current back-up system.
- 3.10. The DCA will track any major procedure and/or form changes on an <u>Amendment Record Sheet (DC019)</u>. An electronic copy of the form may be placed on the public server for employee use. The DCA will send email notification to All US Employees. It is the responsibility of the employee to destroy superseded printed quality system documents.
- 3.11. **Note:** There are some forms that previous revision levels are retained for historical purposes, such as <u>GEN021 Mileage Reimbursement Form.</u>
- 3.12. Environmental Documents of external origin deemed necessary to properly plan, manage and control the Environmental Management System shall be uniquely identified. These documents will be controlled at time of distribution. Note: Environmental documents received with bid packages will be controlled and maintained by the Estimating Procedure.
- 3.13. <u>ENV010 Environmental Objectives and Targets</u> are established annually.
- 3.14. QSD013 ISO 9001 Objectives and Targets are established annually.
 - 3.14.1. Selection of objectives and targets should be based upon significant aspects, ability to effectively implement, cost and legal and regulatory status.
 - 3.14.2. Not all objectives and targets must be "Significant".
 - 3.14.3. Views of interested parties shall be considered.

3.15. Control of Monitoring & Measuring Objectives, Targets & Key Characteristics

- 3.15.1. The MR will collect, measure, track and publish the progress of objectives, targets and any other key characteristics that could affect the Environmental Program.
- 3.15.2. Data is collected from various resources to update environmental progress. This is done at a minimum of twice per year.
- 3.15.3. Data regarding the status of these items will be made available to employees through internal corporate communication.
- 3.16. Storage of Documented Information



3.16.1. <u>Diagram A</u> and <u>B</u> depict CCC's architecture for its documented information. It includes high-level information regarding CCC's backup and recovery strategy, internal and cloud systems utilized for core processes, as well as security controls for internal systems.



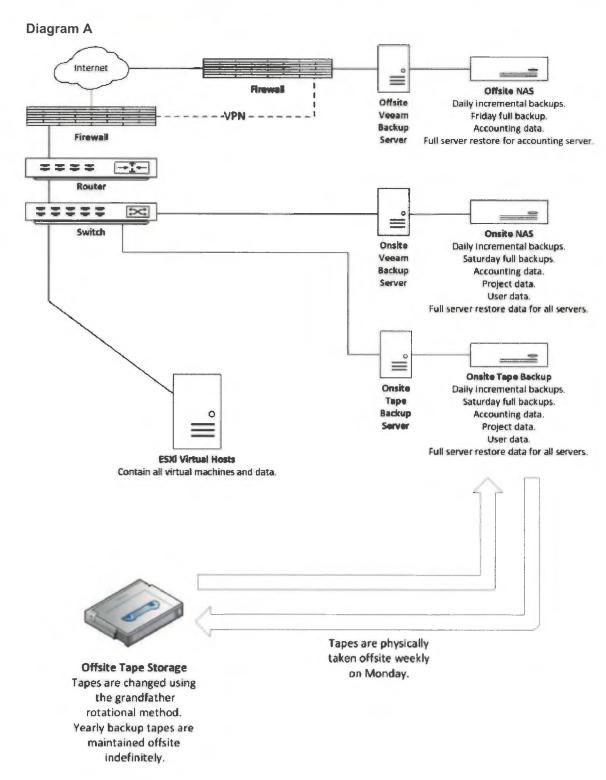
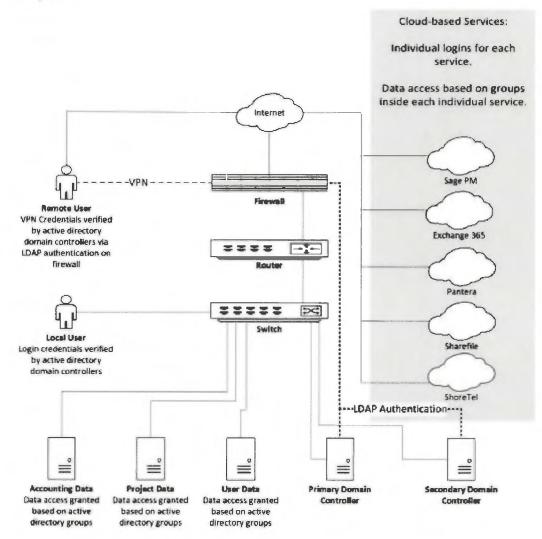




Diagram B

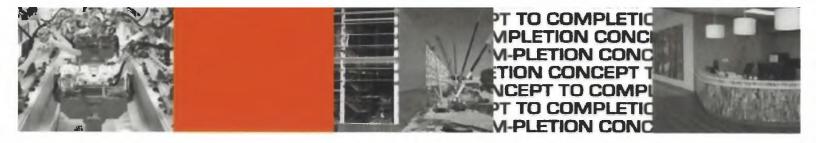


4.0 Approved By

4.1. Amendment to the content of this procedure will be formally approved and reissued by the Management Representative (MR).

5.0 Clause References

- 5.1. ISO 9001:2015 7.5.3, 9.3, 7.2, 7.3, 7.4, 7.1, 8.2.3, 8.4, 8.5, 9.1, 10.0
- 5.2. ISO 14001:2015 6.2, 9.1.1, 9.1.2, 7.5



Compliance - Legal & Regulatory - PM5

REV0 - 02/18

1.0 Scope

- 1.1. PM5 defines the methods used to identify, control and monitor compliance obligations.
- 1.2. Compliance obligations may be Federal, State, Local, Customer or self-imposed.

2.0 Responsibilities

2.1. The **MR** and the **Safety Director** are responsible for content and approval of this procedure.

3.0 Control of Environmental Management Documents and Regulatory/Statutory Requirements

- 3.1. Environmental and Regulatory requirements are identified and accessed through (www.michigan.gov/deq) and the use of Federal/DEQ provided materials and outside compliance firms.
 - 3.1.1. The Management Representative is responsible for periodically reviewing and updating Leadership with information from evaluation of regulatory compliance that could affect the Integrated Management System.
 - 3.1.2. Evaluation of compliance is performed internally or through the use of third-party environmental compliance firms.
- 3.2. Internal compliance management is conducted by the:
 - 3.2.1. Use of SAFE090 Shop Safety Checklist
 - 3.2.2. Safety Observation System
 - 3.2.3. ENV006 Facility Inspection Checklist
 - 3.2.4. <u>ENVOO8 Environmental Best Management Practices</u> (Employee & Subcontractor)
 - 3.2.5. Participation in seminars, training, webinars, etc.
 - 3.2.5.1. Regulatory/statutory requirements identified shall be used to update policy, procedures, forms, training, risks, opportunities and aspects & impacts.
 - 3.2.5.2. Compliance obligations are tied to the work scope within the Risk Database whenever practical.



- 3.2.5.3. An Environmental Consultant reviews Compliance & Regulatory Obligations annually, looking for regulation updates and new requirements.
- 3.3. 3rd party on-site audits are conducted once every two years.
 - 3.3.1. Evidence of this audits or reviews may include a Compliance Report, Meeting Minutes, Checklists, and Request for Information (RFI) to Environmental Agencies and/or other supporting documentation.
 - 3.3.2. This information is retained by the MR for a minimum of three (3) years, but may be retained longer for reference.
 - 3.3.3. Customer specified and/or "Other" requirements are obtained and followed at the individual job sites. Project Managers may obtain these requirements from various sources including: relevant bid documentation <u>EST001 Estimator Pre-Bid Form</u>, safety and plant orientations, Plant Environmental Specialists, and Safety personnel or other means.

4.0 Internal Compliance Management (See Diagrams Below)



Diagram A

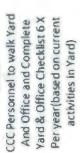
Internal Compliance Management - Yard/Office











Regulatory Obligation Actions

Checklist to include new

provided By Environmental Vendor

Amually

Internal Audit Process looking for CCC personnel to review during

Conformance





Determine Severity & Issue Non-conformances, as Maintain Documented information of walks. Appropriate Concerns - Include pictures

Notify Managers of Amy

When possible

PFD002 REV0 01/18



Diagram B

Internal Compliance Management – Jobsite



Compliance & Regulatory Obligations provided By Environmental Vendor Internal Audit Process looking for CCC personnel to review during Conformance Annually



Regulatory Obligation Actions CCC to update Field Safety Checklist to include new



Usage, Waste Reduction, Crisis (e.g. Environmental, Chemical Field Safety Checklist and/or CCC Personnel to Complete To Environmental Controls Observation Cards related Readiness)



Concerns - include pictures Notify Managers of Any Review Findings and When possible



Return Observation Cards to Corporate Office for scanning. Determine Severity & Issue Non-conformances, as Maintain Documented Information of walks. Appropriate

PFD003 REV0 01/18



5.0 Approved By

5.1. The **MR** and the **Safety Director** are responsible for content and approval of this procedure.

6.0 Clause References

- 6.1. ISO 9001:2015 4.2, 8.2, 8.5.5
- 6.2. ISO 14001:2015 4.2, 6.1.1, 6.1.3, 6.1.4



Risk Management - PM6

REV0 - 02/18

1.0 Scope

- 1.1. PM6 defines the method used to identify aspects and impacts, associated risks and controls.
- 1.2. Large Projects and core processes are expected to complete the risk assessment process covered within this procedure.

2.0 Responsibilities

- 2.1. **Project Personnel** are responsible for completing the ENV013 Risk Management Checklist.
- 2.2. **Support Personnel** are responsible for processing template requests.
- 2.3. **Supervisors** are responsible for disseminating risk and compliance information.
- 2.4. **Leadership** is responsible for supporting the continued risk management activities.
- 2.5. **All Employees** are responsible for notifying MR of new or potential risks when identified.

3.0 Control of Environmental Risks (Aspects and Impacts)

- 3.1. Environmental risks and quality risks are reviewed and updated, as necessary. This is done, at a minimum, annually. <u>See Diagram A below.</u>
 - 3.1.1. Environmental Risks (ENV014) and Quality Risks (QSD016) are discussed once per year. The MR updates the risk database annually based upon manager's feedback.
 - 3.1.2. For the purpose of this procedure, no response back is recognized as not identifying any new risks.
 - 3.1.3. The MR will update the risk database; add severity, frequency, regulatory and controllability numbers to generate the significance level.
 - 3.1.4. Environmental Risks with a calculated significance number over 200 is considered "Significant" by default.
 - 3.1.5. Quality risks with a calculated significance number over 100, or as determined by Management, is considered "Significant" by default.
 - 3.1.6 Significance levels are guidelines. The management team may determine a risk over or under the guideline threshold as significant and it will be marked accordingly in the risk management database.



3.1.7 Significant risks have a documented procedure, required form, checklist or other written guidance to support the management of the significant risk identified.



Diagram A

Risk Management Process - Maintenance











After Master Template is Received Support Provides Risk Assessment

And/or Regulation Updates to Project Assessment after Job Scope Updates Support Provides Updated Risk Personnel

Processes & Effectiveness to Core Realization

Annual Review of Risks related

Employee Input, etc. (identification Learned, Leadership Feedback, Receive input from Lessons New risks)

Analyze Task, Risk, Effectiveness of And Associated Regulations Controls, Risk Level

Update Risk Database with Additions and Changes, including Regulations, if Associate Job Scope to Risks & applicable

PFD001 REV0 01/18



Diagram B

Large Job Risk Management Process



Master Template is completed and submitted



Risk Assessment for QMS, EMS Job to Risk Database & Create Support Personnel add & Letter to Customer



Completed Documents to Support Personnel send Project Personnel



Project Personnel Submit Letter to Customer

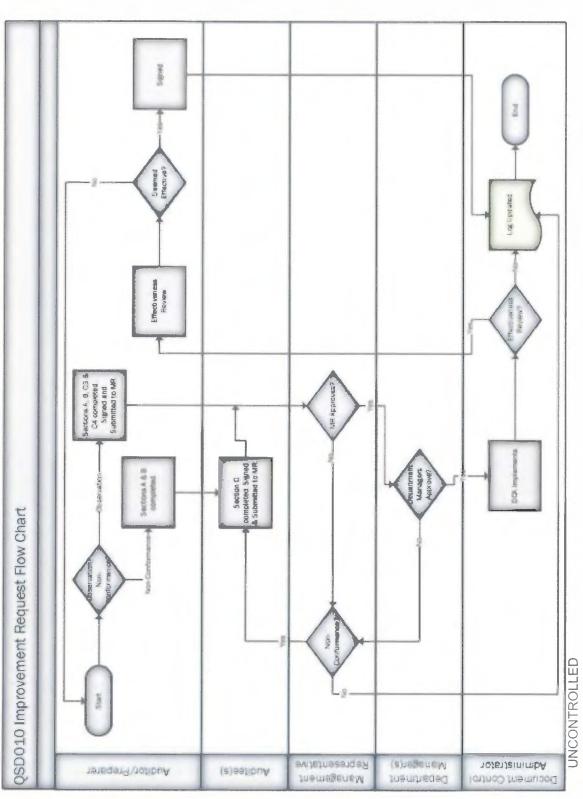


Available to Support this Action. Key Reports and Associated Regulations. Personnel are CCC Supervision, not Key Personnel understand Risk Documented Information is Project Personnel ensure Trades Personnel

PFD006 REV0 01/18



Diagram A: QSD010 Improvement Request Flow Chart



PM07 - Improvement



7.0 Approved By

7.1. Amendment to the content of this procedure will be formally approved and reissued by the **Management Representative (MR)**.

8.0 Clause References

- 8.1. ISO 9001:2015 5.1, 6.1, 9.3.2, 9.1.3, 10.2.1
- 8.2. ISO 14001:2015 6.1, 9.3, 10.2



Improvement - PM7

REV03 - 02/18

1.0 Scope

1.1. PM7 defines the method used to document non-conformities, potential non-conformities and associated actions required to prevent their occurrence or non-conformity recurrence.

2.0 Responsibilities

- 2.1. **All employees**, regardless of title, are responsible for submitting nonconformities and/or preventive actions (observations) when they have been identified.
- 2.2. **Managers** are responsible for implementing solutions that address non-conformities and potential non-conformities.
- 2.3. **Document Control Administrator** is responsible for processing observations and non-conformances in the manner defined within this procedure.
- 2.4. Internal Auditors and/or the Management Representative (MR) are responsible for the investigation, verification and review of corrective actions and effectiveness reviews. Effectiveness review of form and procedure changes are documented on the QSD010 Improvement Request Form.
- 2.5. Nonconformities are documented on the <u>QSD010 Improvement Request Form</u>. Instructions for completing QSD010 are saved in this workbook.
- 2.6. Preventive Actions are documented as "Observations" utilizing form QSD010 Improvement Request.
- 2.7. This procedure is applicable to Environmental, Quality and Safety matters.
- 2.8. Procedures relating to internal auditing are addressed in the <u>Internal Auditing</u> <u>Procedure</u>.

3.0 Control of Operations

- 3.1. Corrective Actions associated with an audit are stored with the audit.
- 3.2. All Improvement Request forms will be tracked on <u>QSD015 Improvement Request Tracking Log</u>. Effectiveness of Environmental preventive and corrective actions will be reviewed annually during internal audit.
- 3.3. Departmental meetings are held periodically to discuss project performance, quality, technical, financial, safety, environmental compliance and personnel related issues with the intent of continuous improvement.

Attachments included in this Procedure: <u>Diagram A: QSD010 Improvement Request</u> Flow Chart



4.0 Approved By

4.1. Amendment to the content of this procedure will be formally approved and re-issued by the **Management Representative**.

5.0 Clause References

- 5.1. ISO 9001:2015 10.0
- 5.2. ISO 14001:2015 10.2



Training - PM8

REV03 - 02/18

1.0 Scope

1.1. PM8 defines the method used to capture an employee's previous relevant training experience. The procedure defines the overall training process including the required documentation and course evaluations. Training subject to this procedure includes: safety training, computer training, project management training, ISO Internal Auditor Training and Employee ISO Training.

2.0 Responsibilities

- 2.1. **Corporate Safety** and **Vice President of Operational Support** have the responsibility of maintaining the Employee Training Matrix.
- 2.2. Corporate Safety and Vice President of Operational Support have the responsibility for review and authorization of this procedure and for ensuring its contents remain effective.
- 2.3. Customer mandated training will follow customer provided procedures and utilize customer supplied forms. A database is used to track successfully completed training. Site specific training is not tracked in the database, refer to the training matrix below.
- 2.4. One year's previous experience using a software product satisfies the minimum training requirement.
- 2.5. Training competency and student comprehension are evaluated through testing, student exercises and evaluations. Competency may be verified through employees' past experience, training and education.
- 2.6. The sponsor of the training course is responsible for monitoring the effectiveness, suitability and attendance of personnel receiving training.
- 2.7. Formal training is defined as training lasting over 2 hours. Informal training is training lasting under 2 hours.
- 2.8. CCC Customers may require additional safety and environmental training (orientation). Customer specified training is processed in accordance with the customer's training procedures, documents, forms or formats.
- 2.9. This procedure does not include the training of trade's personnel, whereas the respective local unions provide their technical training.

3.0 Control of General Training Operations

- 3.1. Suitably trained and skilled personnel perform training functions.
- 3.2. The MR determines ISO 9001 and ISO 14001 employee training, as well as internal auditor training. Minimum training requirements are outlined on the Employee Training Matrix and <u>GEN029 ISO Training Requirements</u> form.

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- 3.3. Training may be delivered, instructor led, seminars, orientations or through e-learning. Training may occur on-site or off-site and may be conducted by CCC or contract personnel as well as 3rd party training companies.
- 3.4. A training log may be utilized for large groups when instructor led courses are delivered at CCC. The <u>GEN018 Training Log</u> is used as a sign-in sheet, but is not required. The sponsor of the training retains this form.
- 3.5. Form <u>GEN019 Training Record</u> is used as an individual's training record in lieu of issuing course certificates. GEN019 identifies the Course, Topic, Date and Trainee. GEN019 is stored in the employee's personnel file. Employees completing e-learning are not required to complete form GEN019.
 - 3.5.1. Training quizzes containing Course Topic, Date and Trainee may also be used in lieu of GEN019.
- 3.6. When attending a 3rd party training, seminar or course, if a certificate or proof of attendance is issued; it will be the responsibility of the attendee to provide a copy to Human Resources.
- 3.7. Evaluations must be performed on all formal (2+ hours) instructor led CCC provided training. HR017 Training Evaluation is used to evaluate training. This form is completed by CCC personnel following training and is then used by the sponsor to evaluate training content, materials, instruction and the training facility. These items are reviewed to determine the overall effectiveness and suitability of the training. Training sponsors retain form HR017.
- 3.8. Instructors have the ability to determine appropriate form use. Example: If there is only one person in the class, an instructor may not require a sign-in sheet. Example: If courses are completed off-site and are not proctored, an instructor may issue follow-up questions to verify comprehension of the topic. Example: If a make-up course is given via video and is required to be conducted on the employee's personal time, the evaluation may not always be appropriate. The preconceived notion behind the evaluation is that it is instructor led at CCC or rented facilities.
- 3.9. Managers are responsible to coordinate appropriate training for new hires in positions that may affect Quality. New hires will include all salaried and hourly Contract Workers, Field Administration, Project Engineers, Project Managers, Superintendents and Safety Representatives.
- 3.10. Managers will notify HR when hiring a new employee. HR will complete a HR005 HR005 HR005 <a href=
- 3.11. A grace period of 90 days is given to new hires to allow them time to meet the minimum training requirements. At the discretion of the MR, a 30 day extension may be granted to individuals who are working at out of town projects. Once all required areas on the HR005 form has been completed, the form will be filed in their employee file.
- 3.12. If 60 days has lapsed and the employee has not completed all the requirements on the HR005 form, HR will notify the Manager who will then follow up.
- 3.13. If 90 days has lapsed and the employee has not completed all the requirements on the HR005 form and a 30 day extension has not been granted, the HR manager with issue

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a non-conformance. If a 30 day extension is granted, the non-conformance will only be issued if the training is not completed by the end of the 30 day extension.

4.0 Control of 14001 Environmental Training

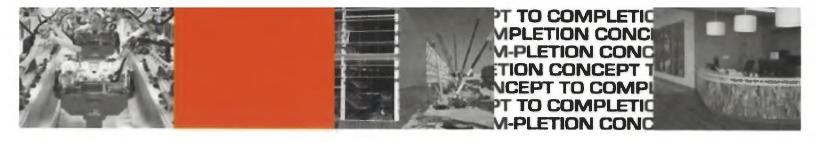
- 4.1. Suitably trained and skilled personnel perform training functions.
- 4.2. The Vice President of Operational Support determines the needs for environmental related training and the required content.
- 4.3. Relevant environmental training is provided to both office and field personnel. Awareness training updates are provided as required. Awareness training updates may be provided at the annual safety meetings, electronically, instructor led or in a written format.
- 4.4. New hire environmental awareness training is provided through various means including, but not limited to, job site orientations, safety meetings, Environmental Best Management Practices, etc.
- 4.5. CCC Environmental Update Awareness training shall contain at a minimum;
 - 4.5.1. <u>ENV010 Environmental Objectives & Targets</u> /ENV008 Environmental Best Management Practices (conformance with environmental polices set forth by CCC and its customers).
 - 4.5.2. Awareness of significant Environmental Risks (Aspects & Impacts) to affected employees.
 - 4.5.3. Roles & responsibilities including emergency response procedures.
 - 4.5.4. The consequence of departing from environmental policy or procedures.
- 4.6. See Control of General Training Operations for to Environmental Awareness Training.

5.0 Control of Safety Training Operations

- 5.1. Safety Training is determined by Corporate Safety with consideration of the Federal, State, and Local Regulatory standards, as well as customer requirements for work performed at CCC sites. The curriculum is updated as necessary.
- 5.2. The Employee Training Matrix defines minimum safety training requirements.
- 5.3. Personnel affected by safety training include project personnel, affected trades personnel/regular supervision and office personnel as noted.
- 5.4. A grace period of 90 days is given to new hires to allow them time to meet the minimum safety training requirements.
- 5.5. At the discretion of Corporate Safety, 90-day extensions may be granted to individuals with expired tests. If an extension is granted, Corporate Safety will document the extension.

6.0 Required Competency for Personnel Performing Work Affecting Quality

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6.1. The minimum competency requirements, for employees that <u>directly</u> affect quality, are defined by position in the matrix below. These requirements are a baseline for employment. Economic conditions could affect the labor workforce, so flexibility in these requirements may be necessary based upon the economic conditions and company needs.

Position	Post High School Education (1)	Or	Experience (2)	Or	Special Training (3)	Example Special Training	Requirement Combination	Design Participation
Executive Vice President	4 Years	Or	4 Years	Or	4 Years	Scheduling; Estimating	2 of 3	х
Vice President	4 Years	Or	4 Years	Or	4 Years	Scheduling; Estimating	2 of 3	x
Estimator	4 Years	Or	4 Years	Or	4 Years	Scheduling; Estimating	2 of 3	х
Senior Project Manager & Project Manager	4 Years	Or	4 Years	Or	4 Years	Scheduling; Estimating; Apprenticeship; School	2 of 3	x
Assistant Project Manager & Superintendent	4 Years	Or	4 Years	Or	4 Years	Scheduling; Estimating; Apprenticeship; School	1 of 3	х
Safety Supervisor	2 Years	Or	2 Years	Or	OSHA 30 hr.	CSP, ASP or CHST	2 of 4	
Design Professional	4 Years	Or	2 Years	Or	1 Year	AutoCAD	2 of 3	Х
Project Engineer	4 Years	Or	2 Years	Or	2 Years	Scheduling; Estimating; Apprenticeship; School	2 of 3	
Fabricator	2 Years	Or	2 Years	Or	2 Years	Welding School	2 of 3	
Fabrication Shop Manager	2 Years	Or	2. Years	Or	4 Years	Scheduling; Estimating	2 of 3	X

6.1.1. Post High School Education may include, but is not limited to, college and trade schools.

UNCONTROLLED

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6.1.2. All other employees <u>indirectly</u> affect quality and are considered low risk. They will be assessed on an individual basis.

6.2. Employee Training Matrix

Role	3 rd Party Auditor Training	Auditing Techniques Training Internal Auditor	Intro to ISO 9001 and 14001 / Emergency Response	OSHA 30 HR	CCC New Hire DVD	Frontline Supervisor Training (Triangle Training)	Leader- ship Training	Grinder Training	CPR	PM Training
Lead Auditor 9001	X**		Х							
Auditor 9001		х	Х							
Lead Auditor 14001	X**		Х							
Auditor 14001		Х	Х							
Office Employee			Х		R					
Shop Employee			Х		х	R				
Field Administration			Х		×					
Project Management			Х	Х	×]*	Х	R	R***	Х
Superintendent			X	×	Х	J*	Х	X	R***	Х
Safety Professional			Х	Х	Х	J*	Х	Х	Х	

^{*} site specific training records stored at the project

J= site specific training

R = recommended, but not required

X = required

7.0 Approved By

7.1. Amendment to the content of this procedure will be formally approved and re-issued by the **Management Representative (MR)**.

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^{**} required unless individual has one year of previous relevant experience

^{***} recommended, each site must have one trained person on-site, per shift – OSHA 1926.50(c) MIOSHA R408.40132



8.0 Clause References

8.1. ISO 9001:2015 - 7.1.6, 7.2, 7.3

8.2. ISO 14001:2015 – 7.2, 7.3



Purchasing - PM09

REV03 - 02/18

1.0 Scope

1.1. PM09 defines the method for evaluating and re-evaluating suppliers/vendors and subcontractors.

2.0 Responsibilities

- 2.1. The **Chief Financial Officer** is responsible for review and authorization of this procedure and for ensuring its contents remain effective.
- 2.2. The **Accounting Department** maintains the <u>ASL001 Approved Subcontractor List</u> detailing environmental subcontractor information and status.
- 2.3. Subcontractors, Vendors and Suppliers are categorized. Environmental contractors handling, hauling or that have direct involvement with waste management will follow a separate procedure for evaluation and re-evaluation.
- 2.4. This procedure defines the procurement process for purchases over \$50,000.00. Equipment rental and trailer rental are excluded from this procedure.
- 2.5. Commodity items are defined as items that can be obtained from various suppliers and have a limited impact on quality. Examples of commodity items include steel, concrete, lumber, drywall, etc.

3.0 Control of Subcontractors

- 3.1. Suitably trained and skilled personnel perform purchasing activities.
- 3.2. Subcontractor is an individual or company that provides on-site labor.
- 3.3. The <u>ASL001 Approved Subcontractor List</u> is maintained and updated yearly. Subcontractors with less than adequate performance are identified, reviewed and removed if appropriate.
- 3.4. Subcontractors removed from the approved list are tracked for reference purposes.
- 3.5. Suppliers/Vendors that provide CCC with commodity type items are identified as not having a direct impact on the quality of CCC's installation services therefore are not required to be on the Approved Subcontractor List. Commodity items include, but are not limited to office supplies, computers, tools, steel, anchor bolts, cranes and other mobile equipment, lawn service, concrete, lumber, tool repair and air/gas suppliers.
- 3.6. Solicited or unsolicited subcontractors that are not on the Approved Subcontractor List (ASL001) will be directed to complete the Contractor Registration form located on the CCC website. The completed form will be automatically emailed to the appropriate departments and a request to complete the prequalification section will be sent. All fields must be complete to be considered an "Approved" subcontractor. Incomplete forms will not be considered. Upon completion and satisfactory review, the subcontractors will be reviewed at the monthly Leadership Meeting and, if approved, will be added to the ASL



- and issued a Master Subcontractor Agreement (MSA) (SUB003). Once the signed MSA is returned, their status will be updated.
- 3.7. Project Managers are required to check the Approved Subcontractor List to verify the subcontractor has been issued an MSA. If an MSA has not previously been issued, the Project Manager will complete a Request for Master Subcontract (SUB001) and send to Accounting for processing.
- 3.8. Project Managers will issue a Project Specific Subcontract Agreement using form SUB007 and forward to their division Executive Vice President (EVP), Vice President (VP) or delegate for approval. Approved forms are forwarded to the Accounting Department for processing.
- 3.9. Accounting Department is notified of delegates by division EVP.

4.0 Control of Environmental Subcontractors

- 4.1. Suitably trained and skilled personnel perform purchasing activities.
- 4.2. Environmental Subcontractor is an individual or company that provides direct assistance with the collection, handling, transport or disposal of waste materials.
- 4.3. Consultants which have no responsibility for the proper handling, transport or disposal of waste are not required to follow the environmental subcontractor procedure set forth in this section.
- 4.4. The ASL001 Approved Subcontractor List is maintained and updated yearly. Environmental subcontractors with less than adequate performance are identified, reviewed and removed, if appropriate. The current list is located on the P:\Quality System\CCGroup\CCG Printable Forms\Subcontractor List.
- 4.5. Environmental subcontractors removed from the approved list are tracked for reference purposes.
- 4.6. Solicited or unsolicited environmental subcontractors that are not on the Approved Subcontractor List (ASL001) will be directed to complete the Contractor Registration form located on the CCC website. The completed form will be automatically emailed to the appropriate departments and a request to complete the prequalification section will be sent. All fields must be complete to be considered for approval. Incomplete forms will not be considered.
- 4.7. A compliance check is completed for evaluation and re-evaluation of environmental contractors. Enforcement and Compliance History Online (https://echo.epa.gov) or other appropriate website may be utilized for historical compliance checks.
- 4.8. Compliance check records are kept by the Environmental Management Representative (MR).
- 4.9. Environmental Contractors are required to complete ENV015 Environmental Supplement Questionnaire.

PM09 - Purchasing

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- 4.10. Upon the check, if compliance concerns arise, the contractor will be contacted for clarification of non-compliance or violation concerns. Findings of the concern will be documented and kept by the Environmental MR.
- 4.11. The subcontractors will be reviewed by the Environmental MR or Safety Director for final approval.

5.0 Control of Purchasing Operations

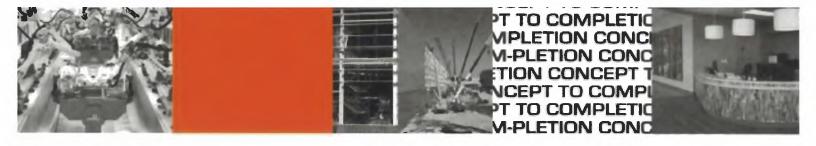
- 5.1. A purchase under \$50,000.00, with the exception of commodity items that is not equipment rental or trailer rental, does not require a purchase order, unless requested by the supplier/vendor. These purchase orders can be issued directly from the field office. Verbal orders are acceptable for those purchases under \$50,000.00. If the purchase is greater than \$50,000.00 it must be approved by a Senior Project Manager, Vice President or an officer of the company
- 5.2. <u>PURC001 Purchase Order</u> is used for the purchase order/purchase order revision process.
- 5.3. Purchase orders are processed electronically by various systems.
- 5.4. Purchase orders are written by the person requesting the purchase order.
- 5.5. If over \$50,000, the requestor will e-mail Accounting, a Senior Project Manager, the department Vice President, or an Officer of the company. A reply e-mail from the approving party will be sent to all parties either authorizing the purchase or rejecting it. If approved, the requestor will issue the P.O. If rejected, the requestor must follow up with the Senior Project Manager, department Vice President, or an Officer of the company. The Project Managers will maintain a copy of their approved purchase orders and approvals.
- 5.6. If utilizing the Project Management System, approvals may be issued by checking the approved box for the purchase order record or other system specific approval.
- 5.7. Purchase orders retained by the Project Manager are stored in the job folder. Purchase orders are retained for at least three years.
- 5.8. Invoices are approved by Managers or Project Managers. An approval signature/initials placed upon an invoice represents approval of the purchase and verification that the items purchased matches the Purchase Order (items ordered).

6.0 Approved By

6.1. Amendment to the content of this procedure will be formally approved by the **Chief Financial Officer** and re-issued by the **Management Representative**.

7.0 Clause References

- 7.1. ISO 9001:2015 7.1.1, 8.4, 9.1.3, 9.3.2
- **7.2.** ISO 14001:2015 7.2, 8.1



Safety Management of Change - PM10

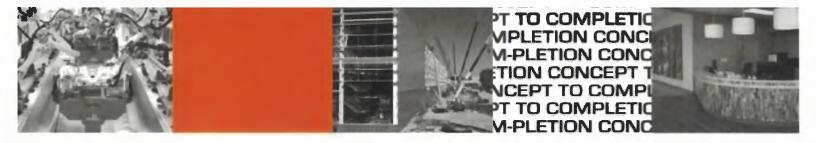
REV01 - 02/18

1.0 Scope

1.1. The Safety Management of Change (SMOC) procedure is required for all projects utilizing Pre-Task Planning for work tasks being performed.

2.0 Responsibilities

- 2.1. The SMOC procedure applies to Commercial Contracting Corporation (CCC) as well as all contractors working under CCC's contractual control that do not already implement their own equivalent MOC process.
- 2.2. The SMOC procedure is designed to ensure that changes do not inadvertently introduce new hazards or unknowingly increase the risk of existing hazards into CCC's activities.
- 2.3. The SMOC procedure is used only after the Pre-Task Plan (PTP) SAFE018 has been reviewed, the Worker Safety Engagement Daily Review Sheet (DRS) SAFE089 has been completed, and work tasks have started.
- 2.4. The SMOC process includes the required review and authorization(s) for evaluating proposed changes prior to implementation.
- 2.5. The SMOC procedure identifies four types of potential changes and outlines the steps required for the process.
 - 2.5.1. Work Task Change
 - 2.5.2. Tool / Equipment Change
 - 2.5.3. Chemical Change
 - 2.5.4. Safety Manual / Addendum Change
- 2.6. "Exact Replacement" is defined as a replacement of the exact manufacturer, make, and model as the original. MOC would not be required in this instance.
- 2.7. "Like-Kind Replacement" is defined as a replacement that has the same functional, safety, capacity, design, tolerance, etc. specifications or features as the original but not necessarily the same manufacturer or model that does not create or expose workers, property, or process to an IDLH or otherwise serious condition. MOC would not be required in this instance.
- 2.8. The SMOC procedure details responsibilities for documentation of the SMOC being implemented as well as preservation of the required documentation.
- 2.9. SMOC information will be included in site orientation materials.
- 2.10. Local Site Analyst:



- 2.10.1. Will be designated at the start of the project and will be the Project Manager, Project Superintendent, or Project Safety Professional depending on size and organization of the project
- 2.10.2. Responsible for implementing a SMOC Review Team and will attend and participate in the customer's SMOC Review Team meeting as required.
- 2.10.3. Responsible for initiating the <u>Change Analysis Checklist (CAC) SAFE087</u> upon worker request
- 2.10.4. Responsible for escalating the change request per the SMOC procedure if the change can't be approved at the site level.
- 2.11. The **Corporate Safety Director** will develop SMOC training to be required for all site supervision which will be presented either by a Safety Department member or Operations management member.
- 2.12. The **Corporate Safety Director** will perform an annual program evaluation to determine implementation effectiveness of the SMOC procedure.

3.0 SMOC Procedure

3.1. Work Task Change

- 3.1.1. Once the PTP has been reviewed, the DRS completed, and work begun, a change to either the Steps in the Task, Potential Hazards, Elimination/Control Measures, or Contingency Plans may be identified by any member of the work crew.
- 3.1.2. If the change is minor in nature and does not introduce new hazards or compound existing hazards that would be deemed as critical and is within the knowledge and expertise of the crew members and their supervisor, then the situation can be addressed by the immediate crew with their supervisor's approval and documented on the DRS.
- 3.1.3. If the change is of a serious nature that would introduce new hazards or compound existing hazards deemed Immediately Dangerous to Life and Health (IDLH) or result in an environmental release, then approval for the change must be obtained in accordance with the SMOC Flow Chart (SAFE088)) and the CAC must be completed before work tasks can resume.

3.2. Tool / Equipment Change

- 3.2.1. Exact Replacement or Like-Kind Replacement tool or equipment changes that meet CCC's safety requirements as per the <u>Recommended Power Tools</u> document (SAFE070) can be made on-site and documented on the DRS.
- 3.2.2. New power tools or equipment that are not an Exact Replacement or Like-Kind Replacement must be documented on the CAC and forwarded to the Safety Director for review. Once reviewed and approved, the new tool or equipment will be authorized and documented by updating SAFE070.

3.3. Chemical Change



- 3.3.1. A new or replacement chemical with an NFPA or HMIS rating of 4 can be reviewed and approved by the Site Safety Professional, Project Superintendent, or Project Manager.
- 3.3.2. New or replacement chemicals with an NFPA or HMIS rating between 1 and 3 require review and approval from the Corporate Safety Director
- 3.3.3. Once reviewed and approved, the project must ensure that the SDS is forwarded to the Yard Administrative Assistant to be uploaded onto CCC's SDS management website.

3.4. Safety Manual/ Addendum Change

- 3.4.1. If a new task or situation arises that is not addressed in the Safety Manual / Addendum, or a required compliance change is observed, or a best work practice identified that needs to be updated in the Safety Manual / Addendum, the SMOC Checklist must be completed and sent to the Corporate Safety Director for review.
- 3.4.2. The Corporate Safety Director will determine the best course of action and make appropriate changes to the Safety Manual / Addendum to be implemented in the next successive periodic update.

3.5. Change Analysis Checklist (CAC)

- 3.5.1. When a qualifying change is identified on a project, the Local Site Analyst as defined in the Scope/Responsibilities section of this procedure is responsible for initiating the CAC.
- 3.5.2. A detailed description of the proposed change and reason for the change must be entered into the Description box at the top of the CAC. Include drawings, sketches, or other attachments as needed.
- 3.5.3. If question 1 is answered "YES", then skip to questions 7 and 8, and complete the approvals as required.
- 3.5.4. If question 1 is answered "NO", then questions 2 through 6 must also be addressed. Indicate the type of hazard(s) created by the proposed change by placing an "X" in the "YES" column box for each change category line item.
- 3.5.5. Place an "X" in the "NO" or "N/A" column box for each change category line item if it does not apply or create that hazard type.
- 3.5.6. Each "YES" response requires a description of the plan to control or mitigate the indicated hazard. Include drawings, sketches, technical information, or other such documentation as needed prior to marking each line item as "Approved".
- 3.5.7. Each line item marked "YES" must be "Approved" before final approval can be given to the proposed change and the change is implemented.
- 3.5.8. Answer questions 7 and 8 and complete approvals as required.

3.6. <u>Document Retention Requirements</u>

3.6.1. All DRS's documenting changes to the work assignment and any CACs must be retained with the jobsite safety closeout documents at the end of the project.



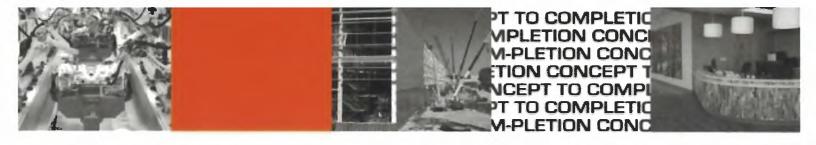
3.6.2. All SMOC Checklists submitted to the Corporate Safety Director pertaining to changes to the Safety Manual/Addendum whether implemented or not will be kept in a Continuous Improvement folder and retained for five years.

4.0 Approved By

4.1. Amendment to the content of this procedure will be formally approved by the **Corporate Safety Director** and re-issued by the **Management Representative**.

5.0 Clause References

5.1. Pilot program, not part of ISO 9001 or 14001.



Emergency Response - PM11

REV02 - 02/18

1.0 Scope

- 1.1. PM11 defines the response to emergency situations, with the exception of Health & Safety, which are documented within the CCC Safety Manual.
- 1.2. The scope of this procedure covers the following incident types: Evacuation, Take-cover and Spill. Incidents requiring evacuation may include: fire; explosion; fumes and bomb threats. Incidents requiring take-cover may include tornados or lock-down.

2.0 Responsibilities

- 2.1. **All employees** are responsible for responding to emergencies according to the documented plan.
- 2.2. **Managers** are responsible for enforcing the use of the documented plan and participation in practice drills.
- 2.3. Corporate Safety is responsible for coordinating and executing practice drills.
- 2.4. **Corporate Safety** is responsible for form <u>SAFE029 Emergency Response Employee</u> <u>List</u> as evidence of practice drills or actual events. SAFE029 is retained for a minimum of two years.
- 2.5. In the event there is a false alarm, the **responsible employee** shall contact the Receptionist. The **Receptionist** will make a general announcement, stating something like "Please disregard the alarm, again, please disregard any alarm tones, this is a false alarm."
- 2.6. Observations are documented during drills/actual. Feedback is reviewed and revised as necessary. Drills are conducted at least once per calendar year.

3.0 Auburn Hills Emergency Response Plan

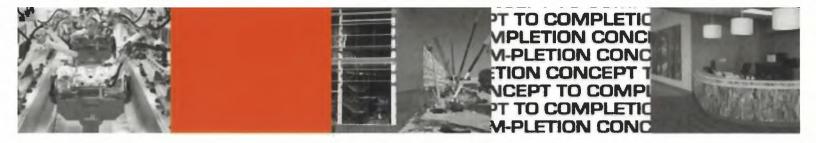
3.1. Notification of Public Authorities

3.1.1. In the event of an emergency, the public authorities should be notified by dialing 911. Any employee that discovers a life-threatening event should exercise his or her judgment and contact the authorities.

3.2. Shut Down of Operations

3.2.1. The Shop Supervisor(s) will be responsible for shutting down Fabrication, Paint and other affected operations. Operations within the office do not require any formal shut down procedures, other than Information Technology (shutdown of file servers). This procedure would only be executed if the emergency was not life threatening, time permitted and a long power outage was anticipated.

3.3. Evacuation of Employees



- 3.3.1. When any employee notices an event that requires immediate action, sound the appropriate siren/notification from any telephone. Select an open line on the telephone (do not pick up handset) and dial the appropriate emergency activation number.
 - 3.3.1.1. 11 Evacuate
 - 3.3.1.2. **21 Take Cover**
- 3.3.2. The Receptionist is responsible for taking emergency clipboard with her in the event of an evacuation. (Do not enter the building again if the clipboard is forgotten!). She will take roll call once sufficient time has passed to allow employees to report to the designated meeting place.
- 3.3.3. Evacuate the building immediately and safely when you hear the Evacuation notification. Close all interior doors. Do not use the elevator; exit doors are marked accordingly. Meet in the Visitors parking lot, away from the fire hydrant for roll call. Employees are required to know the whereabouts of visitors in the building
- 3.3.4. When the Tornado/Take-Cover notification is invoked, close all interior doors and promptly move to a designated shelter area in a safe manner. Men are to meet in the Men's Locker Room. Ladies are to meet in the Ladies Locker Room. Flashlight, radio and items required to take roll call are located in each locker room in the cabinet closest to the sink. Be sure to remove SAFE029 Emergency Response Employee List from the sleeve and mark the document as instructed on the form.
- 3.3.5. When it's safe, the all-clear notification will be invoked (32). This must be activated at the same phone the evacuation/take cover was activated. You may return to your workspace in an orderly fashion.
- 3.3.6. Form SAFE029 will be updated by the Receptionist periodically as needed.

3.4. Man Fire Extinguishers or other Protective Equipment

3.4.1. Authorized Trained Personnel will man fire extinguishers.

3.5. Notify Specific Management Personnel

3.5.1. In the event of an emergency, CCC Chairman should be contacted. In the event he is not available, the CEO should be contacted.

3.6. Handle First Aid Situations

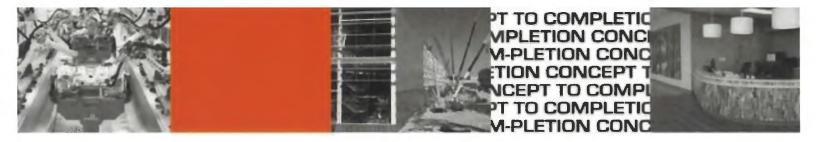
3.6.1. If there are situations that require first aid, handle them according to the CCC Safety Manual. Individuals that have been trained in CPR should identify themselves and provide assistance until the local authorities arrive.

3.7. Public Relations

3.7.1. Information should be shared with the local authorities, but please refrain from comments to the media. The President or whomever they designate at the time of the incident will address comments to the media.

3.8. <u>Documentation and Notification of Regulatory Agencies</u>

3.8.1. Please refer to the Integrated Spill Prevention, Control, and Counter Measure Plan for instructions on recording drainage events and notification of reportable spill



events. The MR is responsible for ensuring that recordable events have been reported to the appropriate authorities.

3.9. Drills

3.9.1. One "Evacuation" or "Take Cover" drill will be performed annually. If an actual "Evacuation" or "Take Cover" event occurs, it will count as a drill. Form SAFE029 Emergency Response Employee List will be used as documentation of a drill. Drills will be used to train personnel in the Emergency Response Procedure and will be documented using form SAFE029.

4.0 Approved By

4.1. Amendment to the content of this procedure will be formally approved and re-issued by the **Management Representative**.

5.0 Clause References

- 5.1. ISO 9001:2015 7.1.4
- 5.2. ISO 14001:2015 8.2



Estimating - PM12

REV03 - 02/18

1.0 Scope

1.1. PM12 defines the method for the Estimators.

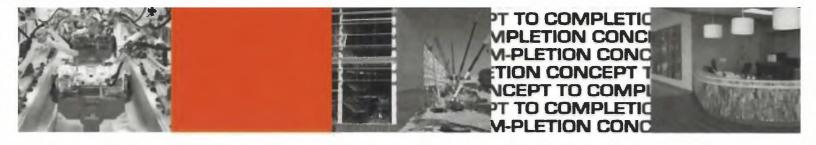
2.0 Responsibilities

- 2.1. The Executive Vice President of Estimating ID and Vice President of Estimating CD are responsible for review and authorization of this procedure and for ensuring its contents remain effective.
- 2.2. There are two types of bids, competitive and budget. Competitive bids are projects where the Customer will be receiving quotations from other contractors and the work will be performed in the near future. Budget bids are future projects, where minimal information is received and the Estimator may quote all the work involved.
- 2.3. Bid quotations are defined as either lump sum or time & material. This procedure defines how each type is processed.

3.0 Control of Estimates

- 3.1. Request for Quote (RFQ) is received from the Customer in either a written, verbal or electronic format.
- 3.2. The RFQ is reviewed by Estimating or Executive Management to determine if the project is within CCC's capability. If it is, an <u>EST001 Estimator Pre-bid Form</u> is completed and a Bid Log number is assigned and tracked on the <u>EST003 Bid Log</u>. See 6b if project will be quoted as Time and Material.
- 3.3. If not quoting, the Estimator will contact the Customer either verbally or in writing. EST001 will be initialed by Executive Management in the "No Quote" Authorization box.
- 3.4. Periodically, the <u>EST004 Pending Quotes Form</u> is updated and issued to all concerned parties (Estimating Department, Executive Management, Accounting, etc.). This form contains current estimates, due dates, etc. utilized to ensure timely bid submission.
- 3.5. Additional information received from the Customer (documents of external origin) in the form of addendums, question and answer responses, drawings, proposal forms, etc. are distributed to all concerned parties. Estimators may elect to replace or retain superseded documents/drawings. If kept, superseded documents/drawings will be marked with a note indicating they have been updated. For example; Reference, Void, Obsolete, etc.
- 3.6. Proposal forms and other customer submission requirements are reviewed by administrative staff and the estimator to ensure all required information is identified to make certain proposals are complete and submitted on-time.
- 3.7. The Estimator will gather and compile necessary information and subcontractor quotations.

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- 3.7.1. Lump Sum quotes are compiled and documented on an <u>EST016 ID Blank Estimate</u>, <u>EST007 CD Bid Summary</u>, <u>EST011 CD Estimate Summary</u>, <u>EST015 CD Bid Summary Multi Trade</u>, or customer supplied document. When complete, they are reviewed, signed and dated electronically or in written format by Management.
- 3.7.2. Time and Material quotes may be issued either verbally, electronically or in written format. Verbal communications are documented and stored in the bid file. Review by Management is not required for Time and Material quotations.
- 3.8. Current bid files (within the calendar year) are filed by bid log number and stored in the Estimating Department. Bid files are kept for a minimum of two years and are stored in the Estimating Department or at an offsite storage location.
- 3.9. Previous Year's bid files are either moved into the bid storage room or labeled and moved to our off site location and labeled with DC005 Previous Year's Bid Files Label.
- 3.10. Current customer supplied documents/drawings are identified with the <u>DC001 Bid Document/Drawing Label</u> and stored in the Estimating Department. If the documents/drawings are stored in the Bid Room/Storage Area, the location of the documents/drawings will be tracked on the <u>DC013 Document/Drawing Log</u>.
- 3.11. Bid Documents/Drawings are kept for a minimum of three months. At that time, the destroy date is reviewed by the Estimator. The Bid Documents/Drawings are either destroyed, marked for "Reference" or the destroy date is revised.

4.0 Control of Successful Bids

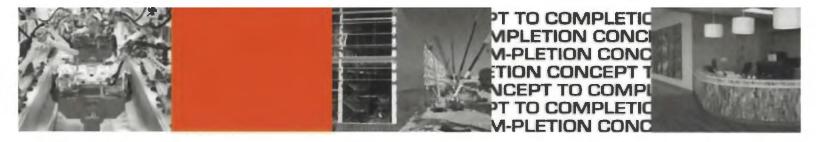
- 4.1. If a bid is successful, the Customer will issue either a verbal, written or electronic order to proceed with the project.
- 4.2. A customer order to proceed could be either a new purchase order or an amendment to an existing contract.
- 4.3. If a purchase order is received, the documents are reviewed by either the Estimator, Project Manager, Executive Management or Accounting. If correct, it will be initialed by the dollar amount by the responsible party reviewing the document.
- 4.4. A verbal order can be issued to proceed with a project by either the Customer issuing a verbal purchase order number or by their verbal request.
- 4.5. For Miscellaneous Projects, the contract/purchase order number or the word "Verbal" is documented on the PC010 Extra Work Assignment Form, which is kept in the appropriate project file. Information relating to the project will be documented and tracked on the appropriate miscellaneous log. Log files are stored in the Estimating Department.

5.0 Approved By

5.1. Amendment to the content of this procedure will be formally approved by the **Executive**Vice President of Estimating – ID and Vice President of Estimating – CD and reissued by the Management Representative.

6.0 Clause References

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6.1. ISO 9001:2015 - 5.1.2, 8.2

Design Center - PM13

REV0 - 02/18

1.0 Scope

1.1. PM13 defines the methods used for the design and development activities conducted within CCC.

2.0 Responsibilities

- 2.1. The **Design Committee** has authorization of this procedure and is responsible for ensuring its contents remain effective.
- 2.2. Managers responsible for flusher and small projects may run projects under a single job number with a cost code or sub-job number in lieu of pulling a separate job number. The Manager must maintain a list of projects within the job number and identify the level of design participation.
- 2.3. Projects are classified as one of the following levels of participation:

Туре	Definition
Partial Design	Participates in customer or owner meetings, makes suggestions, but does not control design or the decision made regarding design.
Design	Design Build Project or CCC provides a customer or CCC Fab Shop with complete written work scope, including design concept.

- 2.4. The design participation level is identified on the Job Number Request Form (PC026). By default, CCC construction projects are partial design.
- 2.5. The CCC <u>Training Procedure</u> defines Design Professional's qualifications.
- 2.6. Business Development maintains resumes for key design and operations personnel.
- 2.7. Professional reviews and Professional Engineer sealed drawings are outsourced to licensed 3rd parties.

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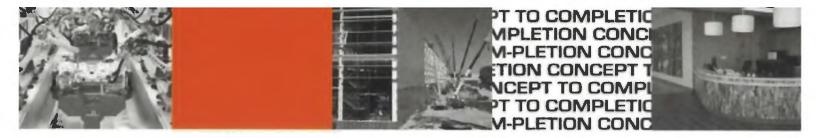






3.0 Procedure

Design Procedure	Partial Design	Design Small Projects	Design Large Projects				
Planning	Participation in customer sponsored meetings and may provide design or installation input, but does not control design decisions.	Verbal instruction, e-mail correspondence or use of PC043, PC047 or DES001 for project kick-off. Contract initiation may use SUB003, SUB007 or PURC001. Outputs may include customer specifications, bid specifications, subcontractor submittals, etc.	Use of PC043, PC047 or DES001. Contract initiation may use SUB003, SUB007 or PURC001. Outputs may include customer specifications, bid specifications, subcontractor submittals, etc.				
Inputs & Requirements		Gathered through verbal direction, walk thru, sketch, etc.	Receipt of written scope, conceptual drawings, and/or specifications as inputs. Requirements gathered from inputs & project meetings. Meetings documented through sign-in sheets, marked-up drawings, etc.				
Controls, Review & Verification		Small project verification is held in conjunction with validation.	Review meetings held, sign-in sheets maintained. Typically at 30%, 60%, 90% of design completion intervals, but may vary based on owner input, schedule, scope and complexity. Open issues log is maintained.				
Design Changes		Design changes communicated via e-mail sketch, verbal, etc.	Drawing log maintained, feedback on changes on revisions often submitted via e-mail, marked-up drawings, etc. If applicable, cost and schedule impacts identified and communicated via e-mail, letter bulletin, field order, etc.				
Deliverables to Customer (Outputs)		Outputs include drawing and/or material take-off.	Construction drawing set, project specific specifications, As-Built drawings.				
Final Approval (Validation)		Verification/Validation (owner acceptance) through walkthrough and/or receipt of payment.	Complete buy-off walkthrough after installation. Receipt of final customer payment & retention.				
Other	Resumes maintained to demonstrate participant qualifications.		Note: Large projects including self- perform construction or installation will typically provide feedback after installation through marked-up drawings of minor field modifications that should be included in the As-Built drawings.				
Environmental Considerations	Life cycle assessment considerations, such as recycled materials, sustainable products or alternative concepts to lessen environmental impacts.						
Risk Management Considerations	 Limited Customer Scope of Work – CCC will clarify the work scope by reviewing the specifications in depth, which may or may not involve site visits. A refined scope of work is developed and submitted with the CCC estimate. The use of a PE is determined during the CCC Scope review. If a PE is required, CCC will document the requirement. 						



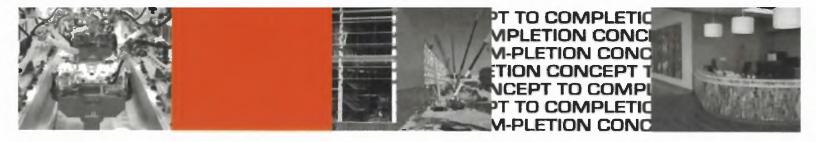
4.0 Approved By

4.1. Amendment to the content of this procedure is formally approved by the **Design Committee** and re-issued by the **Management Representative**.

5.0 Clause References

- 5.1. ISO 9001:2015 8.3
- 5.2. ISO 14001:2015 8.1

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Steel Fabrication - PM14

REV03 - 02/18

1.0 Scope

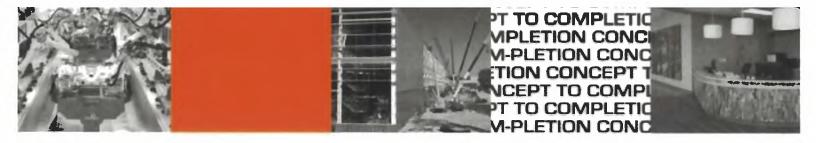
1.1. PM14 defines the method for Steel Fabrication.

2.0 Responsibilities

- 2.1. The **Steel Fabrication Shop Manager** is responsible for review and authorization of this procedure and for ensuring its contents remain effective.
- 2.2. Steel Fabrication Shop personnel maintains the SHOP004 Monthly Paint Log.
- 2.3. **Steel Fabrication Shop personnel** will retain SHOP004 Monthly Paint Log for minimum of two years.
- 2.4. Scope is defined by size of project, large or small.
- 2.5. Large projects are defined by approved engineered drawings that have been released for construction by a Project Manager.
- 2.6. Small projects are defined as misc. job related materials of low cost, additional work orders and customers request.

3.0 Control of Operations

- 3.1. Suitably trained and skilled personnel perform all steel fabrication.
- 3.2. The fabrication process begins with approved detailed inputs from the shop manager.
- 3.3. The Project Manager or Superintendent must submit a signed SHOP005 Request for Fabrication Form to the Shop Foreman or Shop Manager for all input drawings. The Shop Foreman or Shop Manager must sign the form. This form will serve as verification that the output (steel fabrication) is built per the input drawings.
- 3.4. Inputs on large projects for steel fabrication are, but not limited to, computer generated drawings (ACAD) or hand drawn drawings.
- 3.5. Inputs on small projects for steel fabrication are gathered from, but are not limited to, field sketches, written scopes of work, product information, and other instructions.
- 3.6. After reviewing the inputs, the Fabrication Shop Foreman determines if materials will be used from stock or purchased.
- 3.7. If the material is pulled from existing stock, the completed <u>SHOP001 Shop Materials</u> <u>Distribution Form</u> is used for the purchasing process.
- 3.8. A written material list can be generated by, but not limited to, the Shop Manager or Shop Foreman.
- 3.9. Purchases are completed in accordance with the Purchasing Procedure.



- 3.10. When the material is delivered to the facility, the Shop Foreman visually inspects the material for quality and quantity. Since this is a visual inspection it is not recorded. Any material not to standards or not ordered is removed from the vendor shipper before receiving and sent back.
- 3.11. If the shop has multiple orders on the floor at the same time, each project will be identified by its sub job number.
- 3.12. Visual inspections are conducted throughout the fabrication process and prior to painting to verify product quality and cleanliness. These inspections are not recorded, unless a nonconformity is detected.
- 3.13. Any changes or modifications made to the detailed inputs are communicated to the Shop Manager. The Project Manager or Superintendent corrects the original inputs.
- 3.14. Nonconformities are documented on the SHOP006 Fab Shop Non-Conformance Log. Nonconforming items are immediately segregated. Upon further inspection, shop personnel will determine if the steel is to be disposed of, corrected or if the piece may be used in another capacity, at a later time.
- 3.15. The signed detailed inputs are filed with the Shop Foreman.
- 3.16. For shipments the Shop Foreman completes <u>SHIP001 Straight Bill of Lading Short Form</u> or <u>PC006 Yard Request Shipper</u> and sends with outputs to final destination.

4.0 Paint Booth Activities

4.1. Paint Tracking Procedure

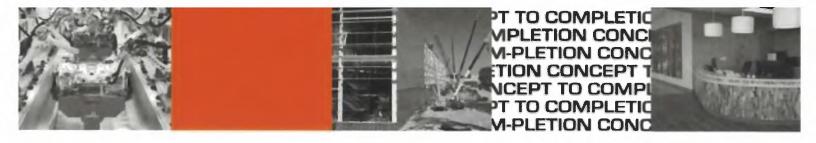
- 4.1.1. Paint usage will be tracked on a day-to-day basis using <u>SHOP004</u>, <u>Monthly Paint Log</u>.
- 4.1.2. All painting will be logged in a book and maintained by the Steel Fabrication Shop Personnel
- 4.1.3. At the end of the month the total usage will be calculated and recorded on SHOP004 Monthly Paint Log.
- 4.1.4. The MR will be notified if the total gallons used exceed 200 gallons for any given month.
- 4.1.5. Steel Fabrication Shop Personnel will retain the logs for two years.

5.0 Approved By

5.1. Amendment to the content of this procedure will be formally approved by the **Steel Fabrication Shop Manager** and re-issued by the **Management Representative**.

6.0 Clause References

- 6.1. ISO 9001:2015 8.5, 8.6, 8.7
- 6.2. ISO 14001:2015 8.1



Project Management - PM15

REV03 - 02/18

1.0 Scope

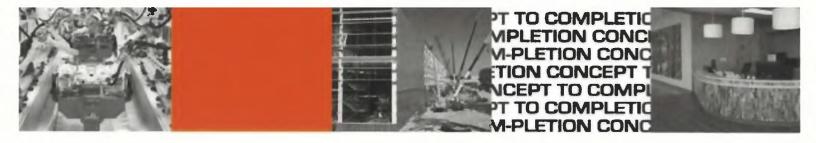
1.1. PM15 defines the methods for the Project Managers / Superintendents

2.0 Responsibilities

- 2.1. The **Executive Vice Presidents** are responsible for review and authorization of this procedure and for ensuring its contents remain effective.
- 2.2. The **Project Manager** is responsible for ensuring projects are executed utilizing the procedures defined within the Integrated Management System.
- 2.3. There are three types of projects; large, small and miscellaneous.
 - 2.3.1. Large projects shall be defined as a project that will have an on-site field office with support staff.
 - 2.3.2. Small projects will not have an on-site field office and will be supported by the Corporate office.
 - 2.3.3. Miscellaneous projects are assigned a master job number and are tracked by cost codes under the main job number. An example of a miscellaneous project is a project which will have either various customers or different projects with a limited scope of work or short time frame.
- 2.4. Job numbers will always be assigned to the large projects, whereas the small projects could either be worked under their own job number or under a miscellaneous project job number.

3.0 Control of Operations

- 3.1. If a bid is successful, the Customer will issue either a verbal, written or electronic order to proceed with the project. Once this order is received the following will occur:
- 3.2. Every project, whether large, small or miscellaneous, will require a PC026 Job Number Request completed and sent to the Accounting Department with one of the following signed forms attached. For the Installation Division, attach the EST016 Estimate Sheet. For the Construction Division, attach the EST011 CD Estimate Summary, or EST015 CD Bid Summary Multi Trade estimate sheet. The Accounting Department will assign a job number.
- 3.3. If the project is determined to be a small project, which will be worked under a miscellaneous project number, a <u>PC010 Extra Work Assignment Form</u> will need to be completed for each sub job or cost code assigned and a copy given to the Payroll Department.



- 3.4. <u>PC034 Job Cost Code Tracking Form</u> must be completed and submitted to the Accounting Department before any labor hours can be charged to the new project, unless the work will be performed under a miscellaneous project number.
- 3.5. If the project will have on site subcontractors, the Project Manager will, after checking the <u>Approved Subcontractor List (ASL001)</u> to verify the proposed subcontractor has executed a Master Subcontract Agreement and has a properly endorsed certificate of insurance, issue a <u>Project Specific Subcontract Agreement (PSSA) using SUB007</u> and forward to their division Executive Vice President (EVP), Vice President (VP) or delegate. Approved forms are forwarded to the Accounting Department for processing. If the subcontractor has not been issued a Master Subcontract Agreement, the Project Manager will, in addition to issuing the PSSA, complete the Request for Master Subcontract Agreement form <u>SUB001</u>, and submit to the Accounting Department for processing.
- 3.6. If the project will require tools and/or equipment, the Installation Division will use a PC001 Tool & Equipment Request Form or PC006 Yard Request/Shipper while the Construction Division will use the PC006 Yard Request/Shipper. This will be completed and submitted to the Shop Supervisor. Subsequent tools and/or equipment will be requested per CCC Yard Procedure. Project personnel are responsible for providing adequate notice for trucking requests (2 or more days).
- 3.7. Any project specific safety requirements and/or customer required documentation would be completed as required per customer supplied procedure.
- 3.8. The <u>PC037 Project Startup and Closeout Checklist</u> will be initiated for each new project and completed as the project progresses. This form will be utilized to startup the project, review project requirements, and assist in the project closeout.
- 3.9. When project differences and/or discrepancies are discovered, they can be communicated and/or documented by letter, fax, email, meeting minutes, Request for Information (RFI 1000 for Installation Division (ID) or PC022 for Construction Division (CD)), Document Clarification Request, or meeting with the Customer.
- 3.10. Contract amendment/scope of work changes will be documented. Supporting documentation may include letter, fax, email, meeting minutes, RFI (RFI 1000, PC022, or Sage Project Control), PC010 Extra Work Assignment Form, Change Order Log, Document Clarification Request, and <u>AFWO Authorized Field Work Order or customer required documentation.</u>
 - 3.10.1. Customer satisfaction and acceptance will be considered complete when the contract amendment is added to the Schedule of Values.
 - 3.10.2. Customer Complaints and non-conformities see PM2 Customer Satisfaction and PM7 Improvement for next steps.
- 3.11. When project meetings are held, they will be documented on a sign in sheet containing, but not limited to, the following information: Date of Meeting, Meeting Topic, Attendee Names.
- 3.12. Non-conforming material, tools and/or equipment will be identified with a <u>YARD032</u> <u>CCC Inspection Tag</u> and, when possible, will be segregated.

- Projects will use the Schedule of Values to verify the acceptance and completion of the work performed.
- 3.14. This procedure is limited to the items that directly affect the quality of the services we provide. This procedure does not cover administrative tasks.

4.0 Control of Documents

- 4.1. Bid documents/drawings are retained for the duration of the project either at the on-site field office or at the corporate office, and are identified and managed through a drawing log, drawing cover sheet, Sage Project Control, Plan Grid, Sharefile (various software) or labeled with a DC012 Work In Progress Documents/Drawing Label. Whichever method selected must ensure control of the drawings and availability of the most current drawing.
- 4.2. If Bid documents/drawings are retained at the Corporate Office, their storage location will be logged in on the <u>DC013 Document/Drawing Log.</u>
- 4.3. Upon project completion, the documents/drawings will be boxed and labeled with DC007 Closed Document/Drawing Label and DC009 Closed Project Box Content Label, if necessary, and placed into document storage.
- 4.4. The <u>DC013 Document/Drawing Log</u> will track the items placed in document storage.
- 4.5. The project documents/drawings are retained for contract warrantee purposes for a minimum of three (3) years.
- 4.6. Periodically, Management will determine if the documents and/or drawings should be destroyed or reclassified as reference documents to be kept indefinitely.

5.0 Life Cycle Perspective - <u>See Environmental Procedure</u>

6.0 Approved By

6.1. Amendment to the content of this procedure will be formally approved and reissued by the **Management Representative**.

7.0 Clause & References

- 7.1. ISO 9001:2015 9.1.2, 8.5.3, 8.5.2, 7.1.4, 7.1.3, 8.1, 8.5, 8.5.1,8.5.4, 9.1, 9.1.3,
- 7.2. ISO 14001:2015 8.1

Yard - PM16

REV04 - 02/18

1.0 Scope

1.1. PM16 defines the method for Yard personnel.

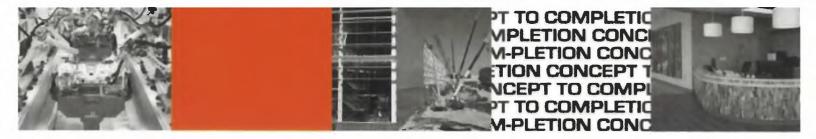
2.0 Responsibilities

- 2.1. The **Yard Supervisor** is responsible for review and authorization of this procedure and for ensuring its contents remain effective.
- 2.2. **Project Personnel** are responsible for providing adequate notice for trucking requests (2+ days).
- 2.3. Equipment inventory is limited to large tools and heavy machinery, includes, but is not limited to, mobile equipment (lift trucks, crane, welders, backhoes, excavators, miniexcavators and golf carts). These items are assigned an identification number for tracking purposes. Small tools/consumables are not inventoried.
- 2.4. Equipment defects are limited to large equipment only. This equipment falls under the categories of 100 (Lift Trucks), 150 (Heavy Construction Equipment), and 200 (Cranes).
- 2.5. The scope of shipping and receiving is limited to equipment and tools that are outbound to jobs and inbound from jobs.
- 2.6. CCC's application of handling, storage, packing, preservation and delivery only pertains to yard equipment and tools, since a product is not manufactured on-site.
- 2.7. Items fabricated are fabricated to specific customer requirements and are not part of a mass product production.
- 2.8. Formal testing (other than that performed with maintenance) is limited to measuring devices that could affect the quality of installation services. The equipment within the scope includes air monitors and optical levels that require calibration. Devices not used for constructability do not require calibration.
- 2.9. Yard procedures are subject to regulatory compliance of OSHA, MIOSHA and DOT. Corporate Safety is responsible for reviewing the standards and informing the Yard Supervisor of new requirements.
- 2.10. Semi-tractors trailers are defined within this procedure as vehicles, not equipment.

3.0 Control of Equipment Inventory

- 3.1. Suitably trained and skilled personnel perform all yard functions.
- 3.2. Equipment and tools that are not defined as a consumable are assigned a CCC tracking number. The tracking number is tracked in a computerized inventory system. Form PC006 Yard Request/Shipper is completed when a CCC tracked item is shipped. The system is updated to reflect the shipment or transfer of equipment location. The Yard Supervisor and jobsite Project Manager retain a copy of the form, when applicable.

Page | **1** PM16 - Yard

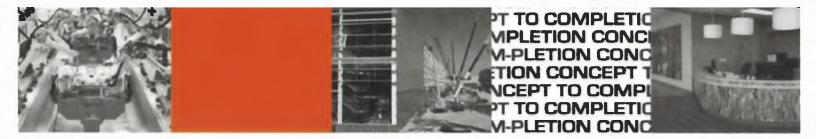


- 3.3. Installation Division's Project Manager/designee request equipment and tools using form PC001 Tool & Equipment Request Form or PC006 Yard Request/Shipper. PC001 Tool & Equipment Request Form is used at job startup for large projects. PC001 is in the format of a checklist that is prepared by the Project Manager or designee. ID's PM/designee will utilize form PC006 for small projects or for requesting equipment & tools after project startup. The PC001 and PC006 are completed by the Project Manager/designee and sent to the Yard Supervisor.
- 3.4. Construction Division's Project Manager/designee request equipment and tools using form PC006 Yard Request/Shipper. This form will be sent to the Yard Supervisor.
- 3.5. Small Job/Flusher Job or person to person transfers can be made utilizing the computerized inventory system's inventory report. Both parties involved in these transfers must sign off on the inventory report or submit written (email) approval to the yard.
- 3.6. The Yard receives the PC001/PC006 form and forwards the request to the truck drivers/yard personnel to pull items for delivery. When required items are not available, the Yard contacts the field to either identify availability of equipment off-site or purchase equipment if necessary. The Yard will notify the Project Manager/Superintendent if required items are not available.
- 3.7. The Yard will coordinate and schedule all out of state shipments and all local deliveries. A log is utilized to manage requests and identify trucking resources necessary to deliver required tools and equipment by the required date identified.
- 3.8. The Yard retains PC001 and PC006 and a copy is sent to the jobsite with equipment at the time of shipping
- 3.9. The Yard will sign and date the bottom of the PC001 Tool & Equipment Request form.
- 3.10. PC006 is signed by the authorized Shipper releasing the tools/equipment from the yard. A signature is requested at the jobsite receiving the tools and equipment.
- 3.11. The Yard stores PC001 and PC006 by job location for a minimum of two years.

4.0 Control of Packaging, Shipping and Receiving

- Suitably trained and skilled personnel perform all packaging, shipping and receiving functions.
- 4.2. Equipment, tools and materials are appropriately packaged and stored for shipment, as determined by the Yard Supervisor.
- 4.3. Incoming equipment and tools that are known to be defective are tagged with <u>YARD032</u> <u>CCC Inspection Tag</u>, prior to leaving the jobsite. Tagged tools are either repaired or disposed of.
- 4.4. The non-conforming tool areas include taped, roped, fenced areas identified as non-conforming and the mechanics' work area. Tools and equipment located in these areas do not require YARD032 CCC Inspection Tag. All equipment and tools located in these areas are presumed non-conforming and shall not be used.

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- 4.5. Tools received from a jobsite are placed in the non-conforming tool area, until they are visually inspected for defective tags or damage. Tools are first sorted, then repaired, disposed of or stored for future use.
- 4.6. Repaired tools are removed from the non-conforming tool area and stored appropriately for future use.
- 4.7. Equipment received is parked in an available area and tagged with YARD032 CCC Inspection Tag until the equipment is inspected and prepared for future use. This signifies work-in-progress and that the machine is unavailable for use until this tag is removed.
- 4.8. CCC personnel or common carrier ships equipment and tools. When a common carrier is used for outbound shipping, Form SHIP001 Straight Bill of Lading Short Form is completed and sent with the common carrier as proof of shipment. The Yard Supervisor retains a copy of SHIP001 and the file purged as necessary. Shipments received (inbound) may use 3rd party Bill of Lading forms, since this is outside of CCC's control.

5.0 Control of Equipment, Vehicles and Tool Maintenance

- 5.1. Suitably trained and skilled personnel perform equipment and tool maintenance.
- 5.2. A Repair Order form (YARD002 Repair Order, YARD033 Hydraulic Crane Repair Order, YARD034 Excavator Backhoe Skid Steer Repair Order or YARD 037 Lift truck Repair Order form) or a computer generated report is initiated when equipment requires repair or maintenance. The report should contain unit number, identification information and service needed.
- 5.3. <u>YARD002 Repair Order</u> form or computer generated work order is completed after maintenance has been performed. The form is signed and dated by the person performing the maintenance. The Yard Supervisor retains YARD002/work order and it is filed and indexed by unit number.
- 5.4. <u>YARD032 CCC Inspection Tag</u> is used to designate that the equipment is out of order and not to be used.
- 5.5. "Danger, Do Not Operate" tags shall be used for lockout applications and installed at lockout point.
- 5.6. The Yard Supervisor determines maintenance requirements. Maintenance is determined by hours, miles or other means as seen appropriate.
- 5.7. Routine maintenance of vehicles (Semi-tractor/trailers) is according to the recommendation of the Yard Supervisor with the exception of annual inspections. Annual inspections are regulated by DOT (Department Of Transportation). A 3rd party completes annual inspections of semi-tractor/trailers. A copy of this inspection is retained by the Yard Supervisor and filed.
- 5.8. Suspected defects are reported to the yard. YARD035 Equipment Defect Report is completed. Yard Supervisor reviews YARD035 Equipment Defect Report and determines if it is an actual defect originating from a yard repair or other equipment failure unrelated to the servicing or maintenance of the equipment. If it is identified as

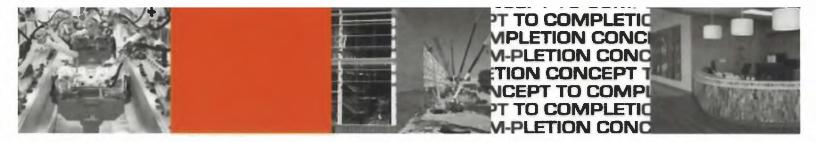
Page | **3** PM16 - Yard

a defect, the defect is logged in <u>YARD036 Equipment Defect Log</u>. The log is reviewed annually to look for trends and equipment defects.

6.0 Control of Inspection and Testing Equipment

- 6.1. Suitably trained and skilled personnel perform equipment and tool maintenance. Inspection and calibration of equipment may be outsourced as determined to be appropriate or necessary.
- 6.2. Equipment used for measurement that could affect the quality of the installation services that CCC provides is inspected at regulated intervals.
- 6.3. Inspections are performed prior to using the following equipment and documented on the associated form. All form fields are required to be acknowledged.
 - 6.3.1. YARD006 Heavy Equipment Daily Prior to Use Inspection form.
 - 6.3.2. YARD007 Aerial Lift Daily Prior to Use Inspection form.
 - 6.3.3. YARD022 Utility Cart Daily Prior to Use Inspection form.
 - 6.3.4. YARD023 Laser Screed/Power Trowel Daily Prior to Use Inspection form.
 - 6.3.5. YARD027 Warehouse Overhead Crane Daily Prior to Use Inspection form.
 - 6.3.6. YARD028 Mobile Crane Daily Prior to Use Inspection form.
 - 6.3.7. YARD031 Piranha Prior to Use Inspection form.
 - 6.3.8. YARD019 Crane Suspended Man Basket Prior to Use Inspection Sheet
- 6.4. Job Supervisors and Project Managers review the prior to use inspection sheets. Forms are required to be turned in monthly, even if there are less than seven uses of the equipment. The Project Manager or Job Supervisor initials the sheets to verify the inspections.
- 6.5. Annual Inspections of heavy equipment are performed. The Yard Supervisor tracks when equipment is due for its annual inspection. Location of equipment is verified and the Yard Supervisor or Project Manager is notified of the required inspection. The inspection is performed using the YARD026 Mobile Crane Annual Inspection Sheet, YARD018 Annual Aerial Lift Inspection Sheet, as applicable. If any damaged or defective items are found, repairs are made and dated on the form. The form is completed, dated, signed and submitted to Yard Supervisor. A copy is retained with the equipment. The inspection form stored with the equipment serves as proof of inspection.
- 6.6. If a piece of equipment is in the field when an inspection is due, the Yard Supervisor will determine if the inspection will be performed in the field or when the piece of equipment is returned to the yard.
- 6.7. Vehicles (semi-truck/trailer) are required to be inspected prior to use, per DOT requirement, as well as post use, according to DOT requirements. Form FLEET005 Vehicle Inspection Log for Trucks and Trailers is used for this inspection. A completed copy is given to the Yard Supervisor post trip.

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- 6.8. Calibration of precision measurement equipment is outsourced to accredited companies certified to work on the equipment. Corporate Safety and Yard Supervisor determine the inspection intervals. The Yard Supervisor coordinates and tracks the calibration or required inspections of this equipment. Various computer systems are used to track calibration and required inspections.
- 6.9. Visual inspection verification of precision measurement equipment is performed.
- 6.10. Optical levels can be out of manufacturer tolerance and remain within CCC acceptable tolerance if the circular bubble is within 2 minutes, 0 seconds and the split bubble is within 5 seconds.
- 6.11. If digital laser tracking is required on a project, this service will be outsourced.
- 6.12. If there is a customer requirement for a certified torque wrench(s), CCC will have them certified by an independent vendor, prior to use.
- 6.13. Any unit with noticeable damage, unable to pass tolerance test or dropped will be red tagged and returned to the Yard for repair or replacement.
- 6.14. CCC has established an engineered line (30' within 1/8" tolerance plumb & level) for inspections of equipment that cannot be calibrated/ not used for constructability. If found out of tolerance, the device will be tagged and placed in the non-conforming tools area for disposal.
- 6.15. Inspection and calibration frequency requirements are identified within CCC's tool tracking software. Calibration and inspections are documented in the tool tracking system.
- 6.16. The Yard Personnel reviews the annual inspection sheets. After review, they are initialed, dated and the records are updated in the tool tracking system.
- 6.17. If the annual inspection sheets are incomplete or requires attention, the Project Manager is contacted to resolve any open issues.
- 6.18. If a third party performs an annual inspection or tests equipment, they may use alternate forms. 3rd party forms are handled and stored in the same manner as other Yard Annual Inspection sheets, as defined within this procedure.

7.0 Control of Customer and Subcontractor Supplied Materials

- 7.1. Customer supplied materials are tracked on <u>YARD011 Job Site Material Location Sheet</u>. A tag number is assigned from this sheet.
- 7.2. Operations will notify Yard Supervisor of incoming customer owned materials or equipment. Written notifications will be made via email or fax.
- 7.3. Customer supplied material is tagged with a number; date, customer, job number or jobsite/location using <u>YARD0012 Tag for Job Site Material Location</u>. Additional signage or tape may be utilized to clearly identify customer owned material or equipment.
- 7.4. The Yard Supervisor maintains YARD011 Job Site Material Location Sheet.

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UNCONTROLLED

8.0 Control of Regulatory / Statutory Compliance

- 8.1. Yard procedures are required to meet safety and regulatory/statutory compliance set forth by OSHA, MIOSHA and DOT.
- 8.2. Corporate Safety is responsible for obtaining and distributing compliance changes that affect Yard personnel. Distribution of changes may be verbally, written, seminar or instructor led training. It is at the discretion of Corporate Safety to determine the most appropriate means to distribute the information.
- 8.3. Yard personnel delivering equipment and/or performing work at a jobsite must comply with any jobsite/customer regulatory/statutory requirements. Project Managers are responsible for informing Yard personnel of any jobsite specific requirements whether verbally or in a written format.
- 8.4. It is the responsibility of the Yard Supervisor to ensure that required regulatory/statutory and safety procedures are followed.

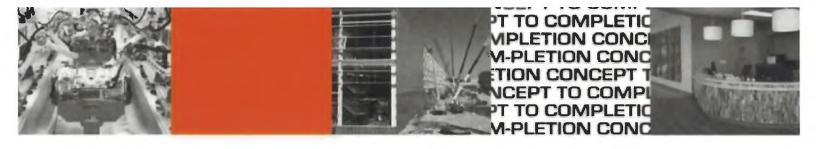
9.0 Approved By

9.1. Amendment to the content of this procedure will be formally approved by the **Yard Supervisor** and re-issued by the **Management Representative**.

10.0 Clause References

- 10.1. ISO 9001:2015 7.1.3, 7.1.4, 8.1, 8.5, 7.1.5, 9.1, 8.6, 8.7
- 10.2. ISO 14001:2015 9.1, 9.1.1

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Environmental - PM17

REV02 - 02/18

1.0 Scope

- 1.1. PM17 defines the method that supports environmental operational control, specifically those that support CCC's Integrated Management System Statement, Objectives, & Targets, regulatory & compliance obligations, and other practices adopted by CCC to support the Environmental Management System.
- 1.2. The scope of the procedure covers environmental activities within the yard and office.

2.0 Responsibilities

- 2.1. **All employees** are responsible for following the procedures that apply to his/her respective work area and are required to abide by <u>CCC Environmental Best Management Practices.</u>
- 2.2. **Managers** are responsible for enforcing the use of the procedures.
- 2.3. The **Yard Supervisor** will maintain all environmental manifests required to show conformity to regulatory guidelines and internal procedures.
- 2.4. Steel Fabrication Shop Personnel will maintain the paint log SHOP004.
- 2.5. **Subcontractors** are required to abide by <u>CCC Environmental Best Management</u> Practices.

3.0 Office Procedures

3.1. Paper Recycling

- 3.1.1. Scrap paper will be recycled. Containers are provided throughout the work area for recycling this paper.
- 3.1.2. If a bin becomes full, contact a Yard Supervisor to replace the bag.
- 3.1.3. Baskets have been provided for personal workspaces to collect paper. Each individual is responsible for emptying his/her basket in the large containers located throughout the office/shop.
- 3.1.4. The cleaning crew will not empty wastebaskets that are full of paper that should be recycled.
- 3.1.5. Drawings and other wide format prints are collected in the shop.
- 3.1.6. Cardboard is not officially being recycled at this time, but boxes suitable for reuse are collected in the shop.

3.2. Toner & Ink Cartridge Recycling

3.2.1. When replacing toner or ink cartridges in your printer, please keep the box from the new cartridge. Place the used cartridge in the box and return the box to Administrative Staff on the 1st or 2nd floor.

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- 3.2.2. The used cartridges are placed in the containers supplied by Hewlett Packard or other recycling company.
- 3.2.3. Administrative staff will replace the box and coordinate the shipment back to the recycling company.
- 3.2.4. Disposable gloves are available for employees to use when changing toner cartridges.

3.3. Dry Cell Battery Recycling

- 3.3.1. Dry cell batteries are to be recycled within the office and shop. Containers have been placed in the shop mechanical room and in each copy room on the first and second floors.
- 3.3.2. Batteries included in this program are alkaline (AA, AAA, C, D), Nickel Cadmium (rechargeable tool batteries, some computer laptop batteries) and Lithium/Lithium Ion (cell phone batteries). Battery contacts of Lithium/Lithium Ion batteries are covered prior to disposal. This can be done by utilizing tape or a small bag. If you are unsure which type of battery you have or how to cover the Lithium/Lithium Ion contacts, please give it to the Yard Supervisor or the Management Representative for proper identification and disposal.
- 3.3.3. Alkaline batteries (AA, AAA, C,D) are to be placed in small plastic bags prior to placing them in the plastic recycling container. This is a courtesy to our waste hauler.
 - 3.3.3.1. CCC has implemented a rechargeable battery program. Do not dispose of the rechargeable batteries, place them back in the charging station located in the supply rooms.
- 3.3.4. The Yard Supervisor should be notified when a container is full.
- 3.3.5. The Yard Supervisor maintains a log of locations throughout the building and Brown Road.

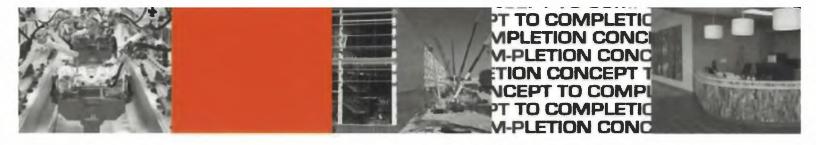
3.4. <u>Cell Phone Recycling</u>

- 3.4.1. Old cell phones are collected and recycled or sold back to the provider.
- 3.4.2. Job sites should send their old phones back to the office to the attention of Information Technology

3.5. Bulbs, Ballasts & Capacitors

- 3.5.1. Bulbs, ballasts & capacitors are managed as universal waste.
- 3.5.2. Bulbs, ballasts & capacitors are maintained by yard personnel at CCC Corporate and Brown Road.
- 3.5.3. Used Bulbs, ballasts & capacitors are stored in the mechanical storage room while waiting for disposition.
- 3.5.4. Bulbs are stored in a box/container and labeled as Universal Waste. There is a start date on the label.

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- 3.5.5. Ballasts & capacitors are segregated and stored in buckets in the mechanical room. Each bucket has a universal waste label, which has a start date identified.
- 3.5.6. Universal waste must be disposed of within 365 days of the start date identified. The yard supervisor is responsible for managing the universal waste to ensure adherence to compliance obligations.

4.0 Yard Procedures

4.1. Oil/Grease Disposal from the Wash Bay

- 4.1.1. The oil / water separator in the wash bay is checked daily for any oil build-up and checked monthly for sludge. This is documented on the <u>Facility Inspection Checklist (ENV006)</u>.
- 4.1.2. If the sludge is built up, a 3rd party company is contracted to pump out and dispose of sludge.
- 4.1.3. If the sludge has not reached the buildup point, CCC periodically has it pumped out as necessary.

4.2. Used Oil & Other Chemicals

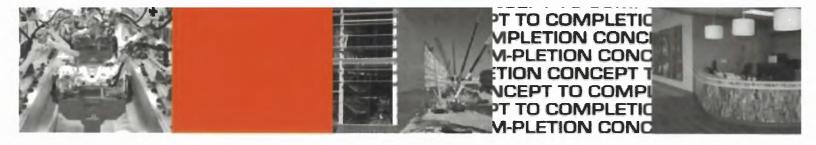
- 4.2.1. Containers are provided in the shop and are marked with its contents with a proper label. Do not mix or put anything other than what is labeled in the drum.

 Doing so will contaminate the contents and the drum.
- 4.2.2. Waste Oil (only waste oil) is collected in the 500-gallon drum in the outside container. This container is locked after hours due to potential liability issues.
- 4.2.3. A separate container is designated for anti-freeze, paints & thinners, oil dry, diesel/gas, used oil filters and used rags.
- 4.2.4. If you are unsure where to put the waste item, do not guess; see a Yard Supervisor.
- 4.2.5. If you notice that a drum is close to full, please notify a Yard Supervisor.
- 4.2.6. The Hazardous Waste Shipping Company provides labels. Barrels should have proper labeling. If vendor labels are not available, the contents, collection date, and hazardous/non-hazardous status will be identified.

5.0 Paint Booth Activities - <u>See Steel Fabrication Procedure</u>6.0 Yard Inspections

- 6.1. The Yard Supervisor or designated personnel perform inspections required by the Integrated Spill Prevention, Control, and Counter Measure Plan.
- 6.2. Form <u>ENV006 Daily Facility Inspection Checklist</u> is used to document the daily inspections. The inspections include containers/tanks, containment, soils/pavement,

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oil/water separator, Facility and Training. Additional instructions are located on the form.

- 6.3. The Yard Supervisor maintains ENV006 Daily Facility Inspection Checklist.
- 6.4. Internal compliance walks of the yard are completed 6x a year. Safe090 is utilized as a memory jogger and evidence of the walk. All sections are not required to be completed each, walk. Some sections are focused on the work being conducted at the time and may not be applicable at the time of the walk.

7.0 Hazardous/Liquid Industrial Waste Manifest Procedure

- 7.1. Waste manifesting is required by the Michigan Department of Environmental Quality (MDEQ). Once CCC Yard contacts a waste hauling company for pick-up, the waste hauler will leave a Form 8700-22. At the bottom of the form, it will state "Generator Copy". The waste hauling company will send a 2nd copy of form 8700-22 to the MDEQ. At the bottom of this form, it will state "Designated Facility to Generator".
- 7.2. The "Generator Copy" is retained by CCC and logged on the Hazardous and Liquid Industrial Waste Manifest Tracking Log. This form is provided by the MDEQ and is not a CCC ISO form. It can be downloaded from the MDEQ website. A link to this website is provided on the Intranet Site.
- 7.3. After the MDEQ processes the form, CCC will receive "Designated Facility to Generator Copy" in the mail with signatures on the bottom by the transporter and disposal facility owner. This copy is our evidence that the waste picked-up was disposed of properly. The "Designated Facility to Generator Copy" is logged onto the Hazardous and Liquid Industrial Waste Manifest Tracking Log.
- 7.4. The required fields on the log are:
 - 7.4.1. State Manifest Number
 - 7.4.2. Date Shipped off-site
 - 7.4.3. Date copy received from TSDF (transporter)
 - 7.4.4. Date sent to MDEQ
 - 7.4.5. Waste type
 - 7.4.6. Quantity and unit of measure (e.g. pounds, tons, gallons, cubic yard, etc.)
- 7.5. The manifests and log are stored & indexed by year and retained indefinitely.
- 7.6. Note: This process only applies to CCC Auburn Hills.