

Safety Rules

1. SAFETY VIOLATION INDEMNITY

1.1 Separately and in addition to any and all other promises of indemnity for liability for damages, bodily injury and/or property damage contained elsewhere in this Subcontract, Subcontractor agrees to defend, indemnify and hold harmless Contractor, its employees, officers, directors, shareholders, members, representatives and agents (“Indemnified Parties”) from and against any and all violations, citations, assessments, penalties, fines or proceedings (whether statutory, regulatory, in equity, at law or otherwise) which arise out of or would not have occurred or been incurred in the absence of (1) Work performed by Subcontractor, its employees or sub-subcontractors; or (2) acts or omissions by Subcontractor, its employees or subcontractors related to its/their failure to comply with safety-related laws, ordinances, rules regulations, obligations (contractual, legal or otherwise), orders, standards, customs or practices (“Safety Violation(s)” herein).

1.2 Subcontractor agrees to such defense, indemnity and hold harmless whether or not any proceeding includes the assertion of Safety Violations against Subcontractor, and whether or not it is alleged or proven that both Contractor and Subcontractor (or others for whom Contractor is or may be alleged to be legally responsible) have committed any Safety Violations.

1.3 Subcontractor’s indemnity obligation hereunder applies whether or not any alleged or proven Safety Violation also involved liability for damages, bodily injury (whether or not to Subcontractor’s own employee(s)) or property damage, but in the event such Safety Violation did involve such claims, indemnity for such damages, bodily injury and property damage shall be made pursuant to the mutually negotiated Indemnity provision contained elsewhere in this Subcontract, whereas defense and indemnity related to any Safety Violation itself shall be performed pursuant to this provision irrespective of the proportion of fault, if any, of Contractor with respect to the alleged or proven Safety Violation.

1.4 Subcontractor and Contractor agree that causation, not fault or alleged fault, is the trigger of this indemnity obligation, and Subcontractor further agrees that Contractor may select counsel and other necessary professionals to defend Contractor in any proceeding subject to this provision, and that Subcontractor shall reimburse Contractor within 30 days of receipt of invoices for such fees and for all other related costs.

1.5 Any failure by Subcontractor to perform any and all obligations it has pursuant to this provision shall be deemed a material breach of this Subcontract, and Subcontractor hereby authorizes Contractor to withhold and/or set off monies otherwise owing to Subcontractor for Work performed pursuant to this or other Subcontracts between Contractor and Subcontractor.

CONTRACTOR AND SUBCONTRACTOR HEREBY AGREE AND WARRANT THAT THE TERMS OF SAFETY VIOLATION INDEMNITY HEREIN WERE THE SUBJECT OF MUTUAL NEGOTIATION.

2. GENERAL

2.1 ASK QUESTIONS IF UNSURE, AND NEVER PLACE JOB PERFORMANCE OVER SAFETY!!!!

2.2 Without limiting Subcontractor’s obligations under the Agreement, this Exhibit emphasizes or supplements federal, state, and local safety and health rules and regulations, and requirements in Contractor’s Health and Safety Manual, to increase Subcontractor’s awareness of Subcontractor’s obligations.

2.3 All requirements of the Agreement apply to Subcontractor, its subcontractors, or anyone employed directly or indirectly by any of them (Subcontractor Workforce).

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2.4 Contractor's Safety Representative shall be the jobsite Superintendent unless otherwise noted.

2.5 In addition, full compliance with manufacturer's instructions, as appropriate, are required. Where conflicts in requirements are identified, the more stringent standard will apply.

2.6 Under all circumstances, it is the goal of Contractor to comply with the requirements and intent of federal and state rules and regulations to provide a safe and healthful work environment for all workers on Contractor's jobsites.

2.7 If a citation is issued to Subcontractor and a citation is also issued to Contractor because of Subcontractor's actions or inactions, Subcontractor is obligated to pay all costs of Contractor's appeal/defense costs related to the citation.

3. SUBCONTRACTOR'S SAFETY REPRESENTATIVE

3.1 Subcontractor shall identify to Contractor's Superintendent, in writing, Subcontractor's Safety Representative. Subcontractor's Safety Representative shall be located on the jobsite and is the person responsible for Subcontractor's jobsite safety program, performance, and compliance. Subcontractor's Safety Representative's authority and duties include, but are not necessarily limited to, the following:

3.1.1 Ensuring Subcontractor Workforce comply with all safety and health work requirements of federal, state, and local jurisdictions, Contractor's Health and Safety Manual, and Subcontractor's Accident Prevention Program, and keeping Subcontractor Workforce informed of the requirements.

3.1.2 Communicate Health and Safety requirements to Subcontractor Workforce in a readily understandable manner.

3.1.3 Implement and document changes to Subcontractor's jobsite operations as required to comply with safety and health work requirements

3.1.4 Discipline and/or remove Subcontractor Workforce from the jobsite

3.1.5 Conduct daily and weekly jobsite safety inspections, and if requested provide copies of these reports to Contractor's Safety Representative.

3.1.6 Ensure that Subcontractor Workforce receive training on general and specific safety and health practices for each of their job assignments.

3.1.7 Ensuring that Job Hazard Analyses or pre-task plans are produced as required to safely perform Subcontractor's work.

3.1.8 Reporting near misses, incidents, and injuries to Contractor, including copies of any reports or investigations generated by Subcontractor.

3.1.9 Ensuring that Subcontractor Workforce on the jobsite attend weekly jobsite toolbox safety meetings.

3.1.10 Comply with jobsite-specific issues and exposures that may require more strict requirements.

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3.1.11 Enforcing the provisions of Subcontractor's Accident Prevention Program and any other rules established for their operation.

3.1.12 Instructing new employees in the recognition and avoidance of hazards.

3.1.13 Ensure that additional training is provided to subcontractor supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.

4. PROJECT SITE SPECIFIC SAFETY PLAN

4.1 Subcontractor shall develop a formal site-specific safety plan, tailored to the needs of the Project and to the types of hazards involved. The plan shall be provided to and reviewed by Contractor sufficiently in advance of starting work so that the project schedule is maintained.

4.2 Subcontractor shall provide one (1) electronic copy and one (1) hard copy to Contractor's Safety Representative. Subcontractor shall always maintain one (1) copy on site .

5. JOBSITE ORIENTATION

5.1 Subcontractor Workforce shall attend a Jobsite Safety Orientation, conducted by Contractor, prior to starting any work onsite.

5.2 Additional orientations may be required as project conditions change, such as change of entrance or exits, or avoidance of new hazards such as trenches or overhead work.

5.3 Subcontractor Workforce may also be required to attend additional orientations if Owner has further requirements, such as particular operational traffic patterns, evacuation routes, fire protection, etc.

6. PERSONAL PROTECTIVE EQUIPMENT (PPE) The following PPE shall be worn 100 percent of the time on Contractor's jobsites:

6.1 Eye protection, ANSI Z87 approved

6.2 Hard hats, meeting ANSI/OSHA standard

6.3 Shirts with 4" minimum sleeves

6.4 Long pants – no sweatpants

6.5 High visibility apparel such as shirt, vest, rain gear

6.6 Footwear

6.6.1 Be made of leather or other substantial material, closed toe

6.6.2 Provide ankle support

6.6.3 Have adequate traction

6.6.4 Have toe protection when required

6.6.5 Contractor's Superintendent will make the ultimate decision of what footwear is required in each circumstance

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6.7 Additional PPE shall be worn as required for specific activities and/or exposure to various hazards. Examples include but are certainly not limited to gloves, hearing protection, full face shields, welding hoods, and chaps.

7. JOB HAZARD ANALYSIS

7.1 Subcontractor shall create a Job Hazard Analysis (JHA) for each major task, hazardous task, or non-routine process associated with its work. JHAs must be reviewed and acknowledged with the crew before starting the task. JHAs shall be provided to Contractor's Safety Representative for review prior to the start of the task.

8. SAFETY MEETINGS

8.1 Subcontractor shall conduct weekly toolbox safety meetings with Subcontractor Workforce. Subcontractor shall also conduct special training on specific safety issues. A copy of the meeting minutes and attendance sheet shall be provided to Contractor's Safety Representative within 24 hours after each meeting.

8.2 Subcontractor may attend Contractor's weekly toolbox safety meetings in lieu of conducting its own. Subcontractor Workforce shall sign Contractor's attendance sheet.

8.3 If Subcontractor chooses to conduct its own safety meeting with its forces, at least one Subcontractor employee shall attend Contractor's weekly toolbox safety meeting so that information announced at that meeting can be relayed to Subcontractor Workforce.

8.4 Periodic job-wide safety meetings, attended by Subcontractor Workforce, may be held at the discretion of Contractor's Safety Representative.

9. DOCUMENTATION AND REPORTING Subcontractor's Safety Representative shall promptly provide upon request the following documentation and/or reports to Contractor's Safety Representative:

9.1 Safety training records.

9.2 Job Hazard Analyses.

9.3 Near miss, incident, and injury reports.

9.4 Disciplinary Actions.

9.5 Safety inspection reports.

9.6 Safety Data Sheet (SDS) for materials on site.

9.7 Other documentation as required by Contractor's Superintendent.

9.8 Reports of unsafe conditions or unsafe work practices

10. HOUSEKEEPING

10.1 Subcontractor shall pick up trash and debris generated by its work on a daily basis, leaving work areas broom clean, in order to prevent slips, trips, and falls, and to reduce fire hazards. Material, tool, and storage areas shall be kept in a neat and orderly condition. Failure to maintain

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good housekeeping is a violation of Subcontract Agreement. Costs incurred by Contractor for cleanup of Subcontractor trash and debris may be charged to Subcontractor by Contractor.

11. CORDS, ENERGIZED EQUIPMENT, LOCK OUT/TAG OUT PROCEDURE

11.1 Extension cords shall be heavy duty, suitable for drawing 10 to 15 amps of power, with third wire and plug prong for grounding. Minimum wire gage is as follows:

11.1.1 (14 AWG) wire for cord length up to 25 feet.

11.1.2 (12 AWG) wire for cord length up to 100 feet – this is for total of one cord or multiple cords.

11.1.3 (10 AWG) wire for cord length over 100 feet Cord splitters must be approved to match cord gauge.

11.2 All cords shall be rolled up and inspected daily, to maintain a neat and orderly cord layout, minimize the number of cords in use, prevent cord damage by jobsite activities, and prevent slips, trips, and falls.

11.3 Cords and connected tools shall be protected with ground fault interrupters (GFCIs).

11.4 Electric powered tools and equipment shall be visually inspected daily.

11.5 Strict Lock Out/Tag Out procedures shall be implemented and followed to prevent energy to circuits and/or equipment that is being worked on.

12. PICK PLANS/LIFTING OPERATIONS

12.1 This applies to all crane and boom truck lifting operations. A LIFTING/PICK PLAN shall be generated by Subcontractor and approved by Contractor prior to lifting operations of any kind.

12.2 This includes deliveries of materials such as drywall and steel studs delivered by a subcontractor's supplier, and often involves a boom truck. The plan shall be generated and approved sufficiently in advance of the work so that the project schedule is maintained.

12.3 A LIFTING/PICK PLAN may be required, at discretion of Contractor's Superintendent, for lifting operations involving forklift, loader, excavator, etc.

12.4 A current inspection certification shall be provided for all cranes prior to starting work, and periodically during the job if required.

12.5 Suspension/lifting by equipment other than cranes or boom truck is prohibited, except when an attachment point and /or lifting device designed and engineered for use with a specific piece of equipment is used in conjunction with jobsite conditions and the applicable load chart.

12.6 Free rigging is specifically prohibited.

13. DISCIPLINARY ACTION

13.1 Subcontractor shall have a disciplinary policy

13.2 Contractor has a disciplinary policy. Contractor's discipline policy is intended to encourage/support compliance of Subcontractor Workforce with safety requirements.

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13.3 Contractor reserves the right to take immediate action to mitigate or eliminate safety and/or health exposures caused by Subcontractor Workforce, including removal of Subcontractor Workforce from the jobsite "at will."

13.4 Subcontractor shall provide Subcontractor Workforce with additional training and information, or re-training, as required to comply with Subcontractor's and Contractor's safety policies and operating procedures.

14. LADDERS

14.1 Ladders must be rated at least "Type I – Industrial" with a load rating of 250 pounds.

14.2 Labels must be readily readable.

14.3 Metal ladders shall not be used for electrical work or in areas where they could contact electrical components.

14.3 Proper ladder use requirements shall be strictly followed.

14.5 Improper use of a stepladder, such as leaning it against a wall or column, standing on second-to-top step, or on the top of the ladder, is grounds for immediate removal from the jobsite.

15. SCAFFOLDS AND ELEVATED WORK PLATFORMS

15.1 Scaffolds shall be designed by a qualified person and shall be inspected daily by a qualified person

15.2 Approved access ladders are required. Climbing frames is prohibited.

15.3 Scaffolds or work platforms with a fall exposure greater than four feet (4'), or less in some instances, require fall protection, such as railing or a fall-arrest system.

15.4 Rolling scaffolds may only be used on a firm level surface and may not be pulled from one location to another while on the scaffold. The scaffold must be erected in strict compliance with requirements.

15.5 Powered work platforms require training on each type of equipment used.

15.6 Boom type lifts require use of approved fall restraint or fall arrest system.

15.7 Working within twenty feet (20') of a powerline or electrical equipment requires preparation of a JHA. This would include equipment with capacity to within 20' of powerlines.

15.8 Failure to comply with these requirements will result in removal of this type of equipment from the jobsite.

16. UNSAFE CONDITIONS

16.1 Subcontractor Workforce shall report any unsafe conditions or unsafe work practices to the Contractor's Safety Representative, Contractor's Superintendent, or any of Contractor's employees on the jobsite.

16.2 If an imminent hazard exists which cannot be immediately corrected without endangering employees and/or property, the following steps shall be followed:

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16.2.1 Remove all potentially endangered workers from the dangerous work area.

16.2.2 Provide necessary resources to correct the hazard

16.2.3 Correct the hazard

17. FALL PROTECTION

17.1 Subcontractor shall provide a fall protection plan to Contractor for each applicable operation or task on the project. Each plan shall be provided to and reviewed by Contractor sufficiently in advance of starting the operation or task so that the project schedule is maintained.

17.2 All workers must be protected from fall hazards greater than four feet (4'), regardless of the type or nature of the work surface.

17.3 Fall protection violations may result in permanent removal from the project.

18. DRUGS AND ALCOHOL

18.1 Contractor is a drug and alcohol-free workplace.

18.2 Subcontractor Workforce are prohibited from possession or use of drugs and/or alcohol on Contractor's jobsites or other properties. Anyone in possession of, or under the influence of, drugs or alcohol may be immediately removed from the site. If the violation of this rule involves an illegal activity, it may be reported to the police as a crime.

18.3 Subcontractor's Alcohol and Drug Testing programs must meet or exceed Contractor's Alcohol and Drug Testing Program.

19. EMERGENCY EVACUATION PROCEDURE & DRILLS

19.1 Contractor has an emergency procedure for jobsites, which will be explained during jobsite orientations. Subcontractor shall comply, and fully participate in any emergency procedure drills conducted by Contractor

20. WORK IN OR ADJACENT TO EXCAVATIONS

20.1 Contractor requires that a Contractor-issued Excavation Utility Permit be applied for by Subcontractor and approved by Contractor prior to Subcontractor Workforce working in or adjacent to excavations.

21. FIRE PREVENTION

21.1 Subcontractor shall supply and maintain fire extinguishers adequate to suppress any fires within its immediate work area.

21.2 A TRICO Hot Work Permit is required for certain operations – See TRICO Safety Manual.

21.3 Any flammable liquid container over 5 gallons or combustible liquid container over 50 gallons shall be stored in a designated area.

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21.4 Subcontractor Workforce are strictly forbidden to build any fires on any of Contractor's jobsites, parking lots, or other facilities.

22. FIREARMS

22.1 Subcontractor Workforce are strictly forbidden to bring firearms on to any of Contractor's jobsites, parking lots, or other facilities.

23. LANGUAGE, FIGHTING, HORSEPLAY

23.1 The use of offensive words and obscene language are prohibited.

23.2 The use of violence or physical means to overpower or harm another is prohibited

23.3 Horseplay, fooling around, roughhousing, pranks, bullying, harassment, and other activities that may be inconsistent with ordinary and reasonable common sense are prohibited

24. OWNER WORK RULES

24.1 Subcontractor must comply with rules required by project Owner

25. WORKING ALONE

25.1 Individuals working alone must have line-of-sight with at least one other worker or be within ear shot of at least one other worker, unless a plan for maintaining contact is approved by Contractor.

25.2 Subcontractor must provide 24 hours-notice and obtain permission from Contractor if Subcontractor plans to perform work outside of normal working hours as established by Contractor's Superintendent.

26. INGRESS/EGRESS FROM JOBSITE

26.1 Subcontractor shall develop and then emphasize and enforce with its workers a plan for safe ingress and egress to and from the jobsite relative to parking utilized by its workers. Subcontractor's plan shall require full compliance of its workers with all laws governing pedestrian traffic to/from parking and/or other routes of ingress/egress taken by workers.