

**Project Safety Requirements - January
2021**

1. **COVID-19 Site Specific Safety Plan Requirements** – It is mutually understood and agreed that the subcontractor shall comply with, and include any cost associated for, compliance with all COVID-19 safety plan requirements as defined by the Contractor. This shall include, but not be limited, modifications for manpower and crews in order to accommodate schedule, PPE requirements, testing requirements, etc.
2. **HEALTH AND SAFETY HAZARD AWARENESS** - Subcontractor recognizes that it and its Subcontractors, suppliers and employees have the obligation to comply with all federal and/or state safety and health laws and regulations. Subcontractor specifically acknowledges that it has the primary responsibility to prevent and/or correct all health and safety hazards within the operations for which it and its employees or its Subcontractors and their employees are responsible. Subcontractor further acknowledges that it and its Subcontractors, suppliers and employees have special expertise in recognition and prevention of such hazards in the operations for which they are responsible and that Contractor does not have such expertise and is relying upon such expertise by Subcontractor and its Subcontractors, suppliers and employees. Contractor retains the right to direct Subcontractor to eliminate all hazards of which Contractor has actual knowledge, but the recognition and abatement of such hazards are the responsibility of Subcontractor and its Subcontractors, suppliers and employees. Subcontractor agrees to indemnify Contractor and all other Subcontractors for all costs and penalties incurred, including attorney fees, as a result of hazards created by Subcontractor, its Subcontractors, suppliers and employees. Subcontractor hereby certifies that it will not allow on the project site any Subcontractor, supplier and/or employee of any of them who is not fully trained in all safety aspects of the Subcontract Work and who is not expert in the operations comprising the Subcontract Work.
3. **OSHA REQUIREMENTS** - Subcontractor hereby acknowledges that it is familiar with the Federal Regulation 29CFR Part 1926 - Safety and Health Regulations for Construction. In compliance with that regulation, Contractor has developed a written Hazard Communication Program identifying the requirements for hazardous material identification. Subcontractor hereby agrees to conform with the requirements of the OSHA regulations and to follow the procedures set forth in Contractor's Communication Standard identified herein and in accordance with those regulations and that standard shall forward to Contractor's office to the attention of the Safety Manager copies of all "Safety Data Sheets" for materials being brought onto the jobsite. The Material Safety Data Sheets shall be accompanied by a letter of transmittal stating the name of Subcontractor, the name and location of the jobsite, description of what Material Safety Data Sheets are being sent and any special precautionary measures that should be taken when using these materials.
4. **BASIC SAFETY RULES AND REGULATIONS** - Subcontractor hereby agrees to comply completely during the performance of the Subcontract Work with all of Contractor's designated safety programs for the project.
5. **ACCIDENT REPORTING** - Subcontractor hereby acknowledges and agrees to orally notify Contractor's Project Superintendent within twenty-four (24) hours after any of Subcontractor's employees and/or equipment and/or motor vehicles or any of its lower tier subcontractor's and/or supplier's employees and/or equipment and/or motor vehicles are involved in a jobsite accident or injury. Further, Subcontractor also hereby acknowledges and agrees to provide Contractor with a completed first report of injury within five (5) days after any of Subcontractor's or any of its lower tier subcontractor's or supplier's employees are injured in a jobsite accident.
6. **OSHA TRAINING** – All Subcontractors' personnel shall have OSHA 10 hour construction training and certification prior to working on any Consigli Project site. All supervisory shall have OSHA 30 hour Construction Training and Certification. Personnel that are not trained will be asked to leave the project site until certification is obtained.
7. **CRANE SAFETY POLICY** – When mobilizing cranes on site for completion of their respective work, all Subcontractors shall comply with Contractor's Crane Safety Policy, including but not limited to, third party independent inspection of all Lattice Boom and Tower Cranes during set up and prior to operation.
8. **OSHA REQUIREMENTS FOR EXCAVATION** - Subcontractor hereby acknowledges and certifies that it is familiar with Federal Regulation 29 CFR, Part 1926, Subpart P – Excavations. Subcontractor hereby agrees to perform the Subcontract Work in full accordance with all of the requirements set forth in this regulation.
9. **OSHA RECORDABLE INCIDENT RATES** - Subcontractor will be required to submit on a monthly basis its OSHA recordable and lost day incident rates for this specific Project if specifically required by Contractor's Project Manager or Project Superintendent.
10. **SAFETY PRECONSTRUCTION MEETING** – It is mutually understood and agreed that Subcontractor shall attend a safety preconstruction meeting to review all safety requirements as pertains to the completion of the Work of their Subcontract. This shall take place on-site, prior to the start of Work, with the Contractor's safety representative. Subcontractor's onsite Foreman shall be required to attend.
11. **CONSIGLI SAFETY RULES AND REGULATIONS** – The successful Bidder/Subcontractor, as a condition of employment, will be required to comply with all applicable Federal, State, County, Municipal, Client and Construction Manager SAFETY RULES AND REGULATIONS. **(NOTE: Federal OSHA Standards are referenced, however the more stringent of State, Owner or Local Safety Codes will also apply.)**
12. **100% 6FT. FALL PROTECTION** – Contractor has adopted a 100% Six Foot Fall Protection policy on this Project. All work over six feet in height will have a fall protection system in place. Instances where fall protection may create an unsafe condition will be dealt with on a case-by-case basis. Subcontractors shall include in the scope of their work compliance with 100% Six Foot Fall Protection standards for all work activities as detailed in Contractor's Site Specific Safety Manual, which is incorporated by reference in this Subcontract Agreement.
13. **FALL PROTECTION REMOVAL/ACCESS** – If for any reason fall protection must be removed or access is needed to roof decks, controlled access zones, or any areas that do not have the permanently affixed fall protection measures (guardrail systems) and the Contractor's Superintendent is not notified in a timely

manner, then the Superintendent can require the non-compliant party to then complete a "Fall Protection Access Permit". The permit shall be completed by Subcontractor and returned to the Contractor's Project Site Office.

14. **LEAN PROJECT RULES AND REGULATIONS**

OVERVIEW

- A. This is a Lean project, so all Subcontractors are required to participate in Contractor's Lean design and construction program.
- B. All Subcontractors' project managers and foremen will participate in short term planning meetings as required by Contractor, including but not limited to Pull Planning, Make Ready Planning / Roadblocks Log updates, and Weekly Commitment Planning and Learning meetings.
- C. All Subcontractors' foremen working on-site shall participate in Daily Stand-Up meetings to coordinate work, identify roadblocks to current and impending on-site activities, collaborate on strategies for removing those roadblocks, and identify opportunities for improving throughput and workflow.

MATERIALS MANAGEMENT

- D. All Subcontractors will deliver all materials just in time for installation. Subcontractors must obtain prior approval from Contractor's Superintendent at least 48 hours in advance to schedule all material deliveries to the site. No materials shall be delivered to the site earlier than 72 hours before said materials are to be installed/put into place. If materials have to be delivered before that 72-hour window, Subcontractor shall get prior approval from Contractor's Superintendent. Contractor has the right to refuse any deliveries not properly scheduled or due to logistical constraints as necessary.
- E. All Subcontractors shall place delivered materials on wheeled carts, wheeled racks, or in wheeled bins to enable easy relocation in case materials need to be moved. If there are designated material laydown areas (e.g., "Subcontractor parking spots") and project-specific storage/staging rules, Subcontractors shall store/stage their materials accordingly. Subcontractors may deliver and store materials/tools on pallets only if pallet jacks are delivered simultaneously and kept with said delivery to enable immediate mobility of materials.
- F. All Subcontractors shall use rubber wheeled carts when moving material or removing trash from a building. Any damage caused by Subcontractor shall be repaired at the cost of Subcontractor. Back charges will be appropriately assessed for the cost of the repairs.
- G. All Subcontractors shall, where feasible, elevate all electrical extension cords, hoses, or cables to remove them from all walking/working surfaces.

TRASH REMOVAL

- H. All Subcontractors shall provide wheeled trash bins in workstations for immediate placement of all debris produced as a part of Subcontractors' on-site installation operations. All Subcontractors will cut anything larger than 6' down to size prior to placing it into trash bins. All Subcontractors will sweep their work areas each day. No trash or materials shall be left on the floor.
- I. All Subcontractors shall dump wheeled containers into Contractor-supplied dumpsters on a daily basis.
- J. Storage of delivered materials in cardboard containers is discouraged. When materials must arrive or stay in cardboard containers, all Subcontractors shall remove said containers from the project immediately after the products are unpacked.

Subcontractors found in non-compliance with any of the applicable rules and regulation will receive a "Notice of Violation" either oral or written. Failure to abate the violation or continued failure to comply with the Basic Safety Rules and Regulations may result in liquidated damages. Liquidated damages, if assessed, will only be used by the Construction Manager to fund programs at the Jobsite to promote Safety.

Following is a list of the Basic Safety Rules and Regulations, many of which carry the potential for liquidated damages and the amount of the liquidated damages which could be assessed:

- A. Subcontractor shall submit its company SAFETY PROGRAM/HAZCOM PROGRAM and designate its Jobsite Safety Coordinator prior to starting work. **Failure to do so may result in a \$500.00 liquidated damage assessment to Subcontractor.**
- B. All job related ACCIDENTS AND INJURIES shall be reported to the Contractor's Project Superintendent immediately and a copy of all injury reports shall be submitted to the Project Superintendent within (72) hours of occurrence. **Failure to do so may result in a \$500.00 liquidated damage assessment to Subcontractor.**
- C. Subcontractor's employees must report all UNSAFE CONDITIONS AND NEAR ACCIDENTS to their supervisor and the Jobsite safety officer so that corrective action can be taken.
- D. Subcontractor's employees shall attend any Jobsite SAFETY ORIENTATIONS as required. Subcontractor's supervisors shall attend Contractor WEEKLY SAFETY MEETINGS. Subcontractor must hold a "Weekly Tool-Box Safety Meeting" and submit for record those employees who have attended, along with a list of topics and related information discussed. **Failure to comply with any of the above may result in \$500.00 liquidated damage assessment to Subcontractor per written incident.**
- E. Copies of CERTIFICATIONS FOR SPECIALIZED TRAINING required to perform certain types of hazardous work or operate certain tools and equipment may be required to be submitted prior to work commencing.

- F. Subcontractor shall provide all required PERSONAL PROTECTIVE EQUIPMENT (PPE) (i.e. head, hearing, eye and face protection) to his employees for their use in order to perform their work safely and in compliance with local and federal codes of safe practice and manufacturers recommendations. All equipment shall be in good working order and all defective equipment shall be discarded and removed offsite immediately. **Failure to do so may result in a \$500.00 liquidated damage assessment to Subcontractor for each violating employee.**
- G. HARD HATS (ANSI Z89.1) shall be worn at all times on site. Alterations or modifications of hat or liner shall be prohibited. **Failure to wear hard hats may result in a \$500.00 liquidated damage assessment to Subcontractor for each violating worker.**
- H. SAFETY GLASSES (ANSI Z87.1) shall be required to be worn 100% of the time on all Jobsites and also inside or around existing manufacturing facilities. Otherwise, safety glasses are required to be worn per item "G" listed above. **Failure to do so may result in a \$500.00 liquidated damage assessment to Subcontractor for each violating employee.**
- I. GLOVES All Subcontractor personnel performing work with their hands shall be required to wear gloves that are appropriate to the task. When not performing actual work with their hands, employees will be required to have gloves available for immediate use.
- J. HEARING PROTECTION shall be worn in areas where noise levels exceed 90 DBA, where exposure to 85-90 DBA exceeds (8) hours per day, or where posted. **Failure to wear hearing protection when required may result in a \$500.00 liquidated damage assessment for each violating employee, assessed to Subcontractor.**
- K. All workers must wear CLOTHING having adequate protection to the body. Sturdy work boots, shirts with sleeves and long pants must be worn. No sneakers, sandals, tank tops, cut-off shirts or shorts allowed. **Failure to be properly clothed may result in a \$500.00 liquidated damage assessment to Subcontractor for each violating worker.**
- L. Subcontractor must implement a RESPIRATORY PROTECTION PROGRAM per OSHA standards as required by their respective trades and working conditions in field. **Failure to do so may result in a \$500.00 liquidated damage assessment for each day that Subcontractor does not conform to OSHA standards.**
- M. "HORSEPLAY" on the Jobsite is strictly prohibited. No running on Jobsite unless extreme emergencies warrant. Fighting on construction premises will result in immediate dismissal of employee, who shall be excluded from all Contractor's projects.
- N. Subcontractor shall provide FALL Protection anytime work over 6' is conducted. **Failure to do so may result in a \$1000.00 liquidated damage assessment to Subcontractor.**
- O. Subcontractors must provide FALL PROTECTION (harnesses/shock-absorbing lanyards, etc.) as required for their employees where permanent or temporary fall prevention is not in place. **Failure to do so may result in a \$1000.00 liquidated damage assessment to Subcontractor.**
- P. FIREARMS, ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS are not allowed on site. Personnel, vehicles and equipment are subject to search upon entering or leaving and while on the site premises. The use of alcohol beverages or the use and possession of illegal drugs during the workday, either on site, during breaks or lunch, or before work, is prohibited. **Anyone caught using illegal drugs or alcohol, during any of these times is subject to immediate termination or dismissal from the site indefinitely and a \$1000.00 liquidated damage assessment may be made to Subcontractor for each violating worker involved.**
- Q. CAMERAS AND RECORDABLE DEVICES are not allowed unless approved through Contractor's project manager's office.
- R. All Subcontractors shall keep their respective areas clean and hazard free. HOUSEKEEPING will be done on a daily basis or more frequently if conditions warrant. Failure to do so may result in a back charge to Subcontractors involved for clean-up directed by Contractor.
- S. All TOOLS, whether company or personal, must be in good working condition. Defective tools must not be used and should be removed offsite (i.e. chisels with mushroom heads, hammers with split or loose handles, saws or grinders missing guards, etc.). **Failure to comply may result in a \$500.00 liquidated damage assessment to Subcontractor.**
- T. TOOL LANYARDS, are required by Contractor to insure safe working conditions, Subcontractors shall provide their personnel with OSHA approved tool lanyard or tethers for any and all overhead work.
- U. Ground Fault Circuit Interrupters (GFCI's) shall be used on all extension cords, electric tools and portable electric equipment powered from a temporary electric service or generator. Tools and equipment shall be inspected each week by a competent person for defects. If electrical power is used from permanent power system or existing building, Subcontractor shall provide a GFCI system between his equipment and permanent power. All temp lighting will be attached by non-conductive wiring and bulbs shall be protected on all sides. All extension cords shall be 12 gauge minimum. **Failure to comply may result in a \$500.00 liquidated damage assessment to Subcontractor.**
- V. PERMITS, written and properly authorized may be required for work of any type including welding and open flame, electrical "hotwork", excavation, confined spaces, cranes, lockout/tagout, blasting, fire protection water, powder-actuated tool, etc. Check with Contractor for work permits required. **Failure to do so may result in a \$1,000 liquidated damage assessment to Subcontractor.**

- W. Subcontractor must obtain HOTWORK PERMIT for all open flame work as required by the Project Superintendent/Jobsite Safety Manager. During welding, burning, soldering, cutting, grinding, or using gas heaters or salamanders, adequate fire prevention precautions must be implemented, consisting of removal of flammables and combustibles, protection of adjacent areas, appropriate fire extinguishers or standpipes, and similar measures. If these are not employed, then a fire watch, equipped with an approved portable fire extinguisher is required during, and for a sufficient time after, the welding, burning, cutting or grinding operation. **Failure to comply may result in a \$1,000.00 liquidated damage assessment to Subcontractor.**
- X. BURNING AND CUTTING EQUIPMENT shall be inspected daily before being used. All hoses and manifolds shall be removed from bottles and protective caps replaced at end of each day. **Failure to do so may result in a \$500.00 liquidated damage assessment to Subcontractor.**
- Y. Crowfoot connections of COMPRESSED AIR HOSES shall be wired or whip checks installed to prevent accidental disconnection. **Failure to do so may result in a \$500.00 liquidated damage assessment to Subcontractor.**
- Z. LOCKOUT/TAGOUT procedures are in force and shall be followed to protect persons from injury due to inadvertent operation of power-driven equipment, opening of pipeline valves, or energizing of electrical circuits. Coordinate this procedure with Contractor. **Failure to do so may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- AA. ELECTRICAL "HOTWORK" is not allowed without written approval from Contractor. Proximity work to electrical equipment is also not allowed without written approval from Contractor. **Failure to comply may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- BB. Subcontractor shall provide its own LADDERS, which must be in accordance with OSHA and ANSI specification. All ladders must be in safe condition without broken or defective rungs, rails and hardware. No metal ladder shall be used in or around any electrical work. Ladders shall be secured top and bottom and extend three feet (3') past the walking surface. Ladders shall be rated 1A minimum. **Failure to comply may result in a \$500.00 liquidated damage assessment to Subcontractor.**
- CC. SCAFFOLDING of all types shall be provided, erected and used in accordance with Contractor's Safety and Health Chapters as they apply. **Failure to do so may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- DD. CONFINED SPACES procedures are in force and require an entry permit from Contractor. Confined spaces include manholes, vessels, duct work, etc., where such hazards as oxygen deficiency, hazardous gases, contamination, high temperatures, fire and difficulty in escaping are involved. **Failure to follow these procedures may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- EE. HAZARDOUS MATERIALS procedures are in force and protection of all personnel regarding acids, corrosives, flammables and toxics shall be per OSHA 29CFR 1926, Subpart D (Hazard Communication). **Failure to follow these procedures may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- FF. All WARNING SIGNS, barricades and tags will be used to the fullest extent and shall be obeyed.
- GG. All EARTHMOVING AND COMPACTION EQUIPMENT must have working alarm, horns, and protective devices in compliance with OSHA 1926.602 standards. **Failure to comply may result in a \$500.00 fine for each machine assessed to Subcontractor.**
- HH. All TRENCHES/EXCAVATIONS shall be in accordance with OSHA 29CFR 1926, Subpart P with particular emphasis on excavations over 5'0", and sloping requirements. "DIGSAFE", utility companies and facility owner must be notified for verification of utilities prior to digging. Subcontractor shall complete a written excavation checklist. **Failure to do so may result in a \$1000.00 liquidated damage assessment to Subcontractor.**
- II. All CONCRETE AND MASONRY CONSTRUCTION shall be in accordance with OSHA 29CFR 1926, Subpart Q, with particular attention to general requirements of construction loads, guarding of reinforcing steel to eliminate the hazard of impalement, personal protective equipment, fall protection for erecting reinforcing steel and limited access zone for masonry construction. **Failure to follow these procedures may result in a \$1,000.00 liquidated damage assessment to Subcontractor.**
- JJ. All CRANES shall have a current Certification Sticker by independent crane certification company, have a current maintenance log, required swing radius protection, and operator's licenses where required. **Failure to comply may result in a \$1000.00 liquidated damage assessment to Subcontractor who rents/leases/owns the crane.**
- KK. FLAMMABLE LIQUIDS shall be stored in approved metal safety cans and contents shall be labeled by NFPA standards. Indoor storage of flammable or combustible liquids shall not exceed 25 gallons unless stored in approved cabinets. A fire extinguisher shall be placed in the immediate vicinity of flammable liquid storage and compressed gases. **Failure to do so may result in a \$500.00 liquidated damage assessment to Subcontractor.**
- LL. VENTILATION METHODS shall be provided by Subcontractor whenever hazardous substances such as dusts, fumes, mists, vapors or gases are produced in the course of Subcontractor's work. Provide fans, ducts or other means and exhaust substances to the outside. See OSHA 1926.57 for details. **Failure to do so may result in a \$1000.00 liquidated damage assessment to Subcontractor.**
- MM. SEXUAL HARASSMENT, including verbally or physically offensive behavior on the Jobsite, is prohibited. **Failure to adhere to this policy may result in a \$1,000 liquidated damage assessment to Subcontractor and the dismissal of the offending employee(s) from the Jobsite.**

NN. ALL OTHER SAFETY REQUIREMENTS, within OSHA regulations shall be complied with at all times by Subcontractor/Vendors of any tier and their employees. **Failure of Subcontractor/Vendor to comply with or failure to promptly abate any violation of OSHA regulations, not otherwise herein listed, when requested by Contractor, may result in a \$500 liquidated damage assessment to Subcontractor/Vendor for each incidence of occurrence or unheeded request.**

NOTE: These Basic Safety Rules and Regulations highlight some of the major components and requirements of Contractor's Safety Program. A complete Safety Program Manual will be made available with the Subcontract Agreement or upon request.