

LeChase Construction and Affiliates

SUBCONTRACTOR SAFETY RESPONSIBILITIES

These Subcontractor Safety Responsibilities ("Safety Responsibilities") are requirements mandated by LeChase Construction Services, LLC ("LeChase") or any other LeChase affiliate that incorporates them into a subcontract. LeChase or its affiliate, as applicable, is referred to in these Safety Responsibilities as "Contractor." These Safety Responsibilities are binding on each subcontractor to which the Contractor issues a subcontract (the "Subcontract"). References in these Safety Responsibilities to "Subcontractor" shall mean and include not only the first-tier subcontractor to which the Subcontract is issued but also all persons at any tier who are responsible to such subcontractor, directly or indirectly, including but not limited to employees, sub-subcontractors, suppliers, and vendors. Subcontractor shall also be responsible for any visitors it invites or allows to have access to the site.

1. Subcontractor shall comply with all applicable laws (including but not limited to legally binding codes, standards, and regulations, regarding environmental, safety and/or health matters, whether at the federal, state, and/or local level). Subcontractor shall comply in addition with these Safety Responsibilities and all other safety-related provisions of the Subcontract, even if they are more strict or burdensome than the applicable laws. In the event of conflict between provisions of applicable laws and/or other provisions of these Safety Responsibilities, the more stringent requirement, as determined by the Contractor, shall govern.
2. Subcontractor shall perform and execute the work of the Subcontract while complying with these Safety Responsibilities and any special or additional requirements communicated by the Contractor. Subcontractor will be directly responsible for assuring compliance by all lower-tier sub-subcontractors, suppliers, vendors, and their employees.
3. Subcontractor shall maintain documentation (original or duplicates) at the site of work verifying compliance with all provisions of these Safety Responsibilities. All such documentation shall be made available upon request by the Contractor.
4. Subcontractor shall prepare a Site Specific Safety Plan (SSSP) encompassing all of its work activities and submit to Contractor prior to the start of work. The SSSP shall include a written Safety and Health Program, written Hazard Communication Program and procedures, policies and controls for all hazards in the Subcontractor's scope of work. Note: Subcontractors may use an alternative SSSP format only if it meets or exceeds Contractor's SSSP and program.
5. Subcontractor shall submit to Contractor and appropriately post emergency contacts, including work and mobile telephone numbers for all applicable Operations and Safety Management personnel.
6. Subcontractor shall appoint and submit in writing to Contractor the name of all competent or qualified person(s) who by training and experience are able to recognize and anticipate hazards. The qualifications of all competent and qualified individuals shall be made available to Contractor upon request. Such persons shall have authority to take prompt corrective action to abate hazards. Such persons will also have stop work authority.
7. Subcontractor shall adhere to and enforce all requirements established by the Safety Disciplinary Actions and Imminent Dangers procedure. The Progressive Discipline Warning System shall be utilized for all safety infractions (1st Violation – Verbal Warning, 2nd Violation – Written Warning, 3rd Violation – Termination and/or Removal from Project). Documented violations shall be completed, submitted and distributed per procedural requirements.
8. In accordance with the Safety Disciplinary Actions and Imminent Dangers procedure, at the discretion of contractor management, all serious safety and imminent danger violations shall warrant immediate termination and/or removal from the project. Any supervisor or manager who knowingly exposes employees to imminent danger situations is subject to immediate termination. Imminent danger situations include, but are not limited to, the following:
 - Violation of the Stored Energy and Lockout/Tagout Procedure, including removing another employee's lockout sign or tag without authorization and working on equipment or circuits that could be accidentally or unknowingly energized.
 - Violation of the Fall Protection Program, including standing on the top or first rung of a step ladder.
 - Violation of the Cranes and Rigging Procedure, including operating a crane (lifting, swinging or loading) adjacent to an energized power line less than 10 feet away and using rigging equipment in excess of the recommended safe workload capacity.
 - Violation of the Confined Space Procedure, including unauthorized entry to a confined space.

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- Violation of the Excavation Procedure, including working in or authorizing work in unsloped, unshored and unprotected trenches or excavations.
- Violation of procedures related to mobile equipment, including operating mobile equipment without appropriate certification, authorization or inspection.
- Violation of procedures related to caught-in/struck-by hazards, including entering the line of fire (i.e. walking under a suspended load).
- Violation of the Drug and Alcohol Policy, including working under the influence of mind-altering substances.
- Accessing exclusion zones/red barricaded areas without authorization.
- Conscious disregard of a "DO NOT OPERATE", "DANGER", or "WARNING" sign.
- Intentionally removing a guard or safety mechanism designed for employee safety.

Additional items that warrant immediate removal or termination include: fighting and verbal abuse, exhibiting open disregard for contractor safety or the project safety program, theft, sabotage, firearms, smoking in non-designated areas and falsifying a company document (i.e. accident investigation, testimony, equipment inspection, certifications, etc.)

9. Subcontractor shall plan and execute all work operations to comply with its written SSSP and these Subcontractor Safety Responsibilities.
10. Subcontractor shall ensure that employees remain 100% tied off while operating/working from aerial work platforms.
11. Subcontractor will ensure that employees remain 100% tied off in scissor lifts to manufacturer-provided anchor points.
12. Subcontractor will ensure that any utilized scissor lift has manufacturer-provided anchor points.
13. Standing on mid-rails and hand-rails of aerial/scissor lifts is strictly prohibited.
14. Subcontractor will utilize a 100% 6-foot fall protection policy and program. This means that each person on a walking or working surface with an unprotected side or edge which is 6 feet or more above the next lower level shall be protected from falling by the use of guardrails, safety nets, or a personal fall arrest system (PFAS). All personnel and all tiers will comply with this requirement, including Roofers, Ironworkers, Erectors, and Connectors, regardless of any exemptions that might otherwise be available under OSHA or other applicable law, unless covered by one of the following exceptions:
 - a. Proper use of a step ladder (up to 12 feet) on a stable and level foundation and away from wall/window openings, mezzanines or other fall hazards.
 - b. Proper use of an approved and inspected extension ladder (up to 24 feet) for movement between levels (not as a working platform).
 - c. All ladders must be rated for 300 lbs. minimum.
 - d. For all activities, including roofing, on low-slope roofs (pitch less than or equal to 4 in 12), employees, including roofers, will be tied off 100% of the time when 6 feet or closer to an unprotected edge with a fall to a lower level of 6 feet or more. Safety Monitors are not allowed, unless approved in advance by the Superintendent, the SBU Lead and Contractor Environmental, Safety and Health (ESH).
 - e. Other extraordinary circumstances only if: (i) Subcontractor's competent person determines that neither engineering controls nor a PFAS would be feasible; (ii) Contractor provides prior approval in writing; and (iii) the method of proceeding complies with all applicable laws.
15. In addition to the Contractor orientation, each Subcontractor shall provide an initial safety orientation to each new employee, including all sub-tier employees prior to the start of work at the site. At a minimum, the orientations shall include training on general safety hazards, site-specific safety policies and procedures, personal protective equipment, injury reporting and protocols, emergency evacuation, and preferred medical providers. All orientations shall be documented by the Subcontractor and verifiable by the Contractor.
16. Subcontractor's employees and all sub-tier contractors shall participate in job-wide safety stand-downs on a monthly basis, or as deemed necessary by Contractor, for the duration of the project.
17. The Contractor's Task Hazard Analysis (THA) program is a pre-task planning tool and process. Subcontractor shall utilize the THA process prior to all separate work task and activities. A THA will be developed for each work activity prior to the start of work on each shift. As a minimum, each employee will start each shift with a THA. Task or condition change will warrant a new THA. Any activity assigned to employees by a supervisor will be considered appropriate for this tool. Subcontractor will complete Contractor's THA form (or a Contractor-approved alternative form) for each task. A copy of each THA will be submitted to Contractor for review. All impacted employees shall participate in developing the THA or pre-task plan.
18. Subcontractor shall adhere to and comply with any and all Contractor Substance Abuse programs and policies.

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19. Subcontractor management shall attend safety meetings as scheduled by the Contractor.
20. Subcontractor shall schedule and conduct weekly Toolbox safety meetings for all employees under its direct or indirect supervision. A copy of the Toolbox topics including sign-off sheets must be maintained and submitted to Contractor upon request.
21. Subcontractor shall implement immediate corrective action to eliminate unsafe practices and conditions as they are observed or reported. In cases where immediate or "On the Spot" actions are not taken, Contractor reserves the option to abate the condition at the expense of the subcontractor.
22. Subcontractor shall notify Contractor within one (1) hour of any incident involving injury (or near miss of injury/damage) to any person or property. In addition, each Subcontractor shall investigate and document all such incidents. Findings shall be documented in an incident report and submitted to Contractor within 24 hours of the incident. All such incident reports will contain, but not be limited to;
 - Date of event
 - Chain of events leading to incident
 - Impacted or injured parties (i.e., name, craft, position)
 - Impacted property and estimated damage costs
 - Primary causes of incident
 - Contributing causes of incident
 - Immediate corrective measures taken
 - Lessons learned for application by Subcontractor or Contractor
 - Other items as requested by the Contractor
23. Subcontractor shall provide adequate safety measures and controls to address potential occupational exposures such as gases, fumes, silica, dusts, chemicals, noise, and confined spaces.
24. Subcontractor shall provide Personal Protective Equipment (PPE) to all employees as needed and required per Contractor policy/procedure or regulatory requirements. Subcontractor and all tiers shall take immediate corrective action for non-compliance up to and including removal from the work site. Furthermore, in accordance with the terms and conditions of the Subcontract, Contractor reserves the right to take appropriate actions to remedy any Subcontractor non-compliance at the Subcontractor's expense. Contractor also reserves the right to withhold payment pending correction and abatement of all noted or discussed hazards.
25. Contractor reserves the right to remove any party or employee from the site at any time and for any reason.
26. Subcontractor shall implement a Return to Work and Modified Work policy and procedure. The procedure will include but not be limited to a.) The use of a preferred medical provider. b.) subcontractor approved assignment for any and all injured parties who provide a physician's restricted duty diagnosis. c.) Light Duty work options for all employees, as required.
27. Subcontractor will inspect all hand tools and extension cords prior to their use. Tools and extension cords found to be defective will be taken out of service immediately. Other equipment, such as scaffolding and ladders, shall be inspected for defects by the Subcontractor's competent person prior to use. Any equipment found to be defective or unserviceable will be immediately brought to the attention of supervision and removed from service.
28. All equipment and tools shall be used per the manufacturer's recommendations and equipped with manufacturer-provided handles.
29. Subcontractor shall ensure that no power tools have a positive locking trigger. Each power tool shall be equipped with a constant pressure trigger.
30. In addition to specific requirements set out elsewhere in §1926.304, .304(f), Contractor requires that all woodworking tools and machinery meet other applicable requirements of ANSI 01.1-1961. Section 3.1.3(c) of the ANSI standard. On applications where injury to the operator might result if motors were to restart after power failures, provisions shall be made to prevent machines from automatically restarting upon restoration of power. This is a "performance" standard -- where injury can occur in this type of situation, the employer must use an effective means of preventing the machine from automatically restarting.
31. Subcontractor shall ensure that all power tools and cords are protected by an operable Ground Fault Circuit Interrupter (GFCI) plugged in at the power source or GFCI circuit breaker or GFCI "pigtail". Above 110 V, all cord sets and plug sets shall be protected via GFCI or Assured Equipment Grounding Conductor Program (AEGCP).
32. Subcontractor shall ensure that all work on live electrical components is performed only if all other alternatives have been deemed infeasible and with the written approval and consent from the Contractor Superintendent, Contractor ESH and the owner (if required) – no exceptions.
33. All electrical tasks will be carried out in compliance with NFPA 70E, OSHA and Contractors Stored Energy program. Additionally, Subcontractor will handle or touch de-energized wiring or circuits only after appropriate

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- Lock and Tag and secondary confirmation of source isolation via a working voltage detector or like instrument." Any and all work on live/energized sources requires advance notice and approval by Contractor's site management team.
34. Subcontractor shall ensure that all permanent and temporary electrical panels are locked and labeled with controlled access. All de-energized electrical and power systems will be locked out in accordance with appropriate lock and tagging guidelines.
 35. Subcontractor shall maintain all required and appropriate OSHA documentation related to injuries and illnesses. Such documents will be made available to Contractor upon request.
 36. Each Subcontractor shall maintain all appropriate documentation under the Hazard Communications standard and the Globally Harmonized System (GHS). The Subcontractor shall submit all MSDS's used in the performance of work to Contractor. The Subcontractor shall maintain a copy of a hazardous communications program and a library of MSDS's for materials provided/used in the performance of its scope of work. Subcontractor shall submit its written Hazard Communication program to Contractor upon request. Subcontractor will ensure that all employees are trained to address any potential chemical exposures/interfaces.
 37. Subcontractor shall conduct daily inspections of all work areas. Subcontractor shall conduct a formal and documented weekly safety inspection and take corrective actions for recognized hazards. A copy of all completed inspections will be provided to Contractor within 24 hours.
 38. Each Subcontractor shall have a qualified safety professional perform one documented safety assessment of their project scope monthly. The documented assessment will be submitted to the Contractor Project Superintendent and ESH as appropriate. Deficiencies shall be immediately addressed.
 39. Subcontractor shall conduct periodic safety meetings with employees, foremen, and subcontractors, at all tiers, to address safety instructions with work assignments including hazard recognition training.
 40. When working with mobile cranes or tower cranes, subcontractor shall appoint a certified signal person and qualified rigger prior to the lift. Documentation on qualifications/certifications will be provided to Contractor. All current and subsequent Contractor crane and rigging policies and practices will be adhered to.
 41. Subcontractors that fail to meet safety performance standards as determined by Contractor may be required to designate a full-time, on site, dedicated safety professional. Such determination may be based upon: on site injury/illness rates, safety violations/concerns issued by Contractor or a regulatory authority, or lack of participation in required safety forums, activities and meetings. Any designated safety professional shall meet the following minimum requirements:
 - a. Successfully completed an OSHA 30-hour construction safety course within the last five years.
 - b. Qualify as a competent person in accordance with OSHA definitions.
 - c. Have the ability to recognize hazards associated with the scope of work.
 - d. Have "Stop work" authority.
 42. If Contractor determines a Subcontractor's work to be "high hazard" (e.g., critical lifts, extensive scaffolding, demolition, excavations, fire- or smoke-generating activities, pre-cast decking, steel erection, confined spaces, work at heights, work at depths, etc.) the subcontractor may be required to provide a written High Hazard Assessment (HHA) prior to the commencement of work. This HHA will address known and potential hazards and all controls or mitigation plans and actions.
 43. Subcontractor shall develop and submit a Pressure Testing Safety Plan to the Contractor Superintendent and Contractor ESH prior to performing any pressure testing of pipes or vessels. Subcontractor shall not use pneumatic testing as a testing medium unless required by the design and approved well in advance by the project team/superintendent and regional Contractor ESH.
 44. Subcontractor will provide competent flaggers at project entrances for the safe access and egress of all heavy loads, trucks and equipment.
 45. Contractor encourages all subcontractor foreman, supervisors and superintendents to pursue OSHA 30-hour certification.
 46. Subcontractor shall ensure that all Baker scaffolds are equipped with complete handrails while in use.
 47. Subcontractor shall provide Contractor with a copy of their documented respiratory protection program where applicable. This program shall cover the requirements for Appendix D, Voluntary Respirator Use. The Subcontractor shall retain all signed copies of Appendix D that were performed on the project. The signed Appendix D shall be made available upon request.
 48. Subcontractor shall ensure that any wooden or aluminum ladder use is approved through Contractor ESH. These ladders are to be used only if all other approved methods have been deemed infeasible.
 49. The following work rules are important to the safety of all personnel on Contractor sites and shall be adhered to at all times;

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- a. Possession of or working under the influence of alcohol or drugs is prohibited and subject to immediate dismissal.
- b. Hazard Communication and Lockout/Tag out Programs shall be observed.
- c. Report all unsafe conditions or acts, along with all accidents, to your immediate supervisor and a member of the Contractor's management team.
- d. Appropriate work attire shall be worn at all times. Hard hats, in construction areas, safety glasses, High-Visibility vests and durable boots covering the feet and ankle are minimum requirements.
- e. Appropriate work gloves are required for all employees at all times while on site.
- f. Work wear shall not be offensive or inappropriate.
- g. "Horseplay", harassment, fighting, work place violence, and other inappropriate behaviors are strictly prohibited.
- h. Maintaining good housekeeping is mandatory at all times. Subcontractor is responsible for daily clean up.
- i. Photos, pictures or video is not allowed on site.
- j. Fire protection equipment is not to be tampered with or removed from its assigned location.
- k. Only authorized, licensed and properly instructed site employees shall operate machinery, equipment, vehicles, and tools. This includes, but is not limited to cranes, forklifts, Lulls, front-end loaders, flatbed trucks, nail guns, drill presses, etc.
- l. Verification of training shall be submitted prior to any work being conducted on site.
- m. Vehicles are to be operated and driven in a safe manner at all times.
- n. Firearms are prohibited on projects at all times.
- o. Do not enter roped off or barricaded areas without proper authorization.
- p. Modification or alteration of any piece of personal protective equipment is strictly prohibited.
- q. "No Smoking" rules shall be adhered to. Smoking/tobacco shall be allowed in designated areas only.
- r. All gasoline engines shall be shut off and allowed to cool before refueling.
- s. The use of plastic gas cans for storing combustible/flammable liquids on the site is prohibited. Use only approved metal containers.
- t. Tampering with firefighting or life safety equipment is prohibited and grounds for immediate termination/removal.
- u. The use of portable FM/AM, IPod, MP3 radios on site is prohibited at all times. Cell phones are strictly prohibited while performing trade/craft work constructing the project.