

LeChase Construction and Affiliates

SUBCONTRACTOR SAFETY RESPONSIBILITIES

These Subcontractor Safety Responsibilities (“Safety Responsibilities” or “Terms and Conditions”) are prerequisites and mandated for any work performed on any LeChase Construction Services, LLC (“LeChase”) or any other LeChase affiliate site. “Safety Responsibilities” are not all inclusive of LeChase’s Safety Program. Subcontractors are required to abide by all safety policies/procedures 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 the first-tier subcontractor to which the Subcontract and all persons and subcontractors at any tier who are responsible to such subcontractor, directly or indirectly, including but not limited to employees, subcontractors, suppliers, delivery personnel and vendors. Information “flow down” of this information to tiered subcontractors is the responsibility of the prime or I^{SO} tier Subcontractor. Subcontractors shall also be responsible for any visitors it invites or allows to have access to the site, in line with site specific requirements.

NOTE. The [LeChase Jobsite Safety Manual](http://www.lechase.com), available on www.lechase.com, includes Contractor programs and policies noted in this Safety Responsibilities document.

1. Subcontractor shall comply with all current applicable laws and changes as they occur (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 with these Safety Responsibilities and all safety-related provisions of the Subcontract, even if they are more stringent 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 communication, compliance and accountability by all lower-tier subcontractors, suppliers, vendors, delivery personnel and their employees.
 3. Subcontractor shall maintain all documentation (original or duplicates) at the site of work execution verifying compliance with all provisions of these Safety Responsibilities. All such documentation shall be made available upon request by the Contractor representative.
 4. A defined “flow down” strategy will be developed by subcontractor to ensure program adherence and consistency by all lower tier subcontractors.
 5. A formal incident review will be required in response to all serious or potentially serious incidents. Subcontractor will participate and be represented by site and corporate management during any scheduled incident review sessions. The injured party and any applicable witnesses to the incident may also be required to attend.
 6. Subcontractor foreman, supervisors and superintendents assigned to Contractors sites will have OSHA 30-hour certification.
 7. Subcontractor will engage the support of a full or part time safety professional as deemed appropriate by contractor, based on the number of employees or the scope of work. Any inspections or documentation related to these visits will be provided to the Contractor.
-

SUBCONTRACTOR SAFETY RESPONSIBILITIES

Revised March 2024

8. All subcontractors will confirm, and record headcount and hours worked each day and by each tier subcontractor. This report will be provided to the contractor at the end of each week. The report will contain a section to formally report any incident, near miss or injury.
 9. All subcontractor delivery drivers, vendors, trucking or concrete drivers will adhere to all site PPE requirements.
 10. A comprehensive plan will be developed by the Subcontractor addressing extreme cold, heat and related conditions. Subcontractor will also adhere to the Contractor's program and any requirements established therein.
 11. Subcontractor shall utilize the Contractor's Site Specific Safety Requirements Document (SSSR) document and template, inclusive of all site specific safety requirements, in the development of Subcontractor's Site Specific Safety Plan (SSSP). Contractor's SSSRs may be modified or edited as the project progresses, conditions change, or other scopes or potential hazards are identified. Subcontractor shall prepare and receive approval for its Site-Specific Safety Plan (SSSP) encompassing all of its work scope and activities and submit to Contractor prior to the start of work. Additionally, all subcontractor employees will read and acknowledge that they understand the SSSP and this Subcontractor Safety Responsibilities document prior to starting work. Note: Subcontractors may use an alternative and equivalent SSSP format only if it meets or exceeds Contractor's SSSR, SSSP and program.
 12. Subcontractor shall submit to Contractor and appropriately post emergency contact information, including work, mobile telephone numbers and email addresses for all applicable Operations and Safety Management personnel.
 13. Subcontractor shall appoint and submit in writing to Contractor the name of all "competent or qualified persons" (via OSHA standard) who are authorized and 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 the authority to alter, modify or stop work plans in the process of hazard review or abatement.
 14. In accordance with Contractor's program, all Subcontractor employees will be actively engaged in the Stop Work Authority (SWA) program. This program will be highlighted during orientation and each employee will be granted the authority to pause or stop work to ask questions or to verify that conditions are safe.
 15. Subcontractor shall adhere to and enforce all requirements established by Contractor's Safety Disciplinary Actions and Imminent Dangers procedure. A progressive discipline system is the preferred standard and may differ based on site specifics. In accordance with Contractor's Safety Disciplinary Actions and Imminent Dangers policy, at the discretion of contractor management, serious or imminent danger violations may warrant immediate action, up to and including termination and/or removal from the project. Any supervisor or manager who knowingly exposes employees to imminent danger situations is also subject to immediate termination. Imminent danger situations include, but are not limited to, the following:
 - a. Violation of the Stored Energy and Lockout/Tagout Procedure, including removing another lockout sign or tag without authorization and working on equipment or circuits that could be accidentally or unintentionally energized. In all cases, failure to develop, submit or follow a pipe/vessel pressure test plan will be considered an imminent danger violation and grounds for termination or removal from site.
 - b. Violation of the 100% 6 foot Fall Protection Program, including standing on the top or first rung of a step ladder of any height.
-

SUBCONTRACTOR SAFETY RESPONSIBILITIES

Revised March 2024

- c. Violation of the Cranes and Rigging Procedure, including operating a crane (lifting, swinging or loading) adjacent to energized power lines less than 20 feet away and using rigging equipment in excess of the recommended safe workload capacity.
- d. Violation of the Confined Space Procedure, including unauthorized entry to a confined space.
- e. Violation of the Excavation/Trenching Procedure, including working in or authorizing work in un-sloped, un-shored or unprotected trenches or excavations.
- f. Violation of procedures related to mobile equipment, including operating mobile equipment, fork lifts and skid steers without appropriate certification, training authorization or inspection.
- g. Violation of procedures related to caught-in/struck-by hazards, including entering the line of fire (i.e. walking under a suspended load).
- h. Violation of the Drug and Alcohol Policy, including distribution or working under the influence of mind-altering substances.
- i. Accessing exclusion zones/red barricaded areas without authorization.
- j. Conscious disregard of a “DO NOT OPERATE”, “DANGER”, or “WARNING” sign.
- k. 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.)

16. Subcontractor shall plan and execute all work operations to comply with its written SSSP, these contract Terms and Conditions, and LeChase’s Safety Program.
 17. Subcontractor shall utilize personal fall restraint systems and attach to manufacturer’s approved anchorage points. All Subcontractor employees will be tied off while operating/working in scissor lifts and from aerial work platforms. Subcontractors will ensure that any scissor lifts delivered on site are equipped with manufacturer approved anchor points. Standing on mid-rails and hand-rails of aerial/scissor lifts is strictly prohibited and considered an imminent danger violation. Blocks or steps are not permitted in lifts to gain access to a higher elevation or stepping.
 18. Subcontractor will utilize a 100% 6-foot fall protection policy and program. 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 falls using the Hierarchy of Controls (elimination, substitution, engineering, administrative, and personal protective equipment). As such, personal fall arrest systems (PFAS) should be considered as the last option. 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, trade agreement or other applicable law.
 19. The following exceptions to the 100% 6 foot fall requirement may exist, depending on site specific requirements:
 - 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. 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.
 20. Where work could result in a fall of equipment, materials or tool, measures will be taken to prevent the fall, reduce the distance, and/or ensure no one will be struck by accidental release. Measures may include;
-

SUBCONTRACTOR SAFETY RESPONSIBILITIES

Revised March 2024

- a. Exclusion Zones with signage established below or around work areas to prevent being struck by hazards.
 - b. Tethers used to tie-off tools or equipment to prevent fall of material hazards.
 21. Subcontractor shall ensure that any lifting attachment used on mobile equipment has a positive locking mechanism that prevents accidental displacement or release.
 22. Job made ladders shall be built in accordance with OSHA standards.
 23. 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 orientation shall include training on general safety hazards, site-specific safety policies and procedures, personal protective equipment, fall protection, cranes and rigging, stored energy, silica, injury reporting and protocols, emergency evacuation, and preferred medical providers. All orientations shall be documented by the Subcontractor and verifiable by the Contractor.
 24. Subcontractor's employees and all sub-tier Subcontractors shall participate in daily sunrise huddles and job-wide safety stand-downs.
 25. The Contractor's Task Hazard Analysis (THA) program is a pre-task planning tool and process. Subcontractor shall utilize the THA process as a planning and mitigation tool prior to each separate work task and activity. An initial THA will be developed for 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 changes will warrant a new THA. Any activity assigned to employees by a supervisor will be considered appropriate for the THA 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.
 26. Subcontractor shall adhere to and comply with all Contractor and Owner, post incident and reasonable suspicion drug testing practices, programs and policies. These practices and programs may include pre-employment screening on a project/owner specific basis.
 27. Subcontractor management shall attend safety meetings as scheduled by the Contractor.
 28. 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.
 29. 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.
 30. 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;
 - a. Date of event
 - b. Chain of events leading to incident
 - c. Impacted or injured parties (i.e., name, craft, position)
 - d. Impacted property and estimated damage costs
 - e. Primary and contributing causes of incident
 - f. Immediate corrective measures taken
 - g. Lessons learned for wider application by Subcontractor or Contractor
 - h. Other items as requested by the Contractor
 - i. Witness Statements
-

SUBCONTRACTOR SAFETY RESPONSIBILITIES

Revised March 2024

31. Subcontractor shall provide adequate safety measures and controls to address potential occupational exposures such as gases, fumes, silica, dusts, chemicals, noise, and confined spaces.
 32. Per OSHA 1926.1153, each subcontractor covered by the silica standard shall establish and implement a written silica exposure control program that identifies tasks that involve potential exposure and methods the company will use to protect employees. Procedures and protocols may include restricting access to work areas where high exposures may occur, designation of a competent person to implement the plan, restricting housekeeping practices that expose employees to silica where feasible alternatives are available, and use of appropriate tools and work practices to minimize the potential for exposure. The plan must be reviewed prior to the start of work.
 33. Subcontractor shall provide Personal Protective Equipment (PPE) to all employees as needed and required per Contractor policy/procedure or regulatory requirements.
 34. 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/s pending correction and abatement of all noted or discussed hazards.
 35. Contractor reserves the right to remove any party or employee from the site at any time and for any reason.
 36. Subcontractor shall implement an aggressive Return to Work and Modified Work policy and procedure. The procedure will include but not be limited to a.) The use of a local preferred medical provider. b.) Subcontractor approved work assignment for any and all injured parties who are provided a physician's restricted duty diagnosis. c.) Light Duty work options for all employees, as required.
 37. Subcontractor will inspect all hand tools and extension cords prior to their use. Tools and extension cords found to be defective will to be taken out of service immediately by subcontractor. Other equipment, such as scaffolding and ladders, shall be inspected for defects by Subcontractor's competent person prior to use. Any equipment found to be defective or unserviceable will be immediately taken out of service and removed from site.
 38. All equipment and tools shall be used per the manufacturer's recommendations and equipped with manufacturer-provided handles.
 39. Only licensed, certified, competent and properly trained persons are allowed to operate any mobile equipment, i.e.; scissor lifts, lulls, fork lifts and skid steers. Documentation confirming competency must be maintained on-site and verified for each user prior to operation. (See exception and approval policy for emergency circumstances). A documented inspection shall be completed for all mobile equipment prior to use.
 40. Subcontractor shall ensure that no power tools have a positive locking trigger. Each power tool shall be equipped with a constant pressure trigger.
 41. In addition to specific requirements established in OSHA §1926.304, .304(f), Contractor requires all Subcontractor 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. The Subcontractor must incorporate an effective means of preventing the machine from automatically restarting.
 42. 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).
-

SUBCONTRACTOR SAFETY RESPONSIBILITIES

Revised March 2024

43. Subcontractor shall ensure that all work on live electrical components is performed only if and when all other alternatives have been deemed infeasible. Such work by Subcontractor requires written approval and consent from the Contractor Superintendent, Contractor ESH, Contractor Senior Management and the owner (if required) – no exceptions.
 44. All electrical tasks will be carried out in compliance with NFPA 70E, OSHA and Contractors Stored Energy program. Additionally, Subcontractor will only handle or engage de-energized wiring or circuits after appropriate Lock and Tag and a 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 Contractors site management team.
 45. 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.
 46. Subcontractor shall maintain all required and appropriate OSHA documentation related to injuries and illnesses on site. Such documents will be made available to Contractor upon request.
 47. Each Subcontractor shall maintain all appropriate documentation under the Hazard Communications standard and the Globally Harmonized System (GHS). The Subcontractor shall submit all SDS/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 SDS/MSDSs for materials provided/used in the performance of its scope of work with SSSP. 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.
 48. 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 inspections completed by the subcontractor will be provided to Contractor within 24 hours.
 49. 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 by Subcontractor.
 50. Subcontractor shall conduct periodic safety meetings with employees, foremen, and Subcontractors, at all tiers, to address safety, lessons learned, high-hazard activities and related.
 51. 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 by Subcontractor.
 52. 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 qualification requirements as defined by Contractor.
 53. Subcontractor shall develop and submit a Pressure Testing Safety Plan to the Contractor Superintendent and Contractor ESH prior to performing any pneumatic, hydrostatic or other 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.
-

SUBCONTRACTOR SAFETY RESPONSIBILITIES

Revised March 2024

54. Subcontractor will provide competent flaggers at project entrances for the safe access and egress of all heavy loads, trucks and equipment. Flaggers shall be trained to the DOT standard and shall provide proof of training.
 55. Subcontractor shall ensure that all scaffolds are built and tagged in accordance with the Contractor scaffolding procedure and OSHA guidelines.
 56. Subcontractor shall provide Contractor with a copy of their documented respiratory protection program where applicable. This program shall meet the requirements of OSHA 1910.134 to include Appendix D and Voluntary Respirator Use. The Subcontractor shall retain all signed copies of Appendix D that were performed for the project. The signed Appendix D shall be made available to the Contractor upon request.
 57. 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.
 58. Subcontractor will ensure that all open flame and spark producing activities are performed in accordance with LeChase's hot work procedures. Hot work procedures include the completion and approval of a Hot Work Permit before activities begin and, in some cases, may require a dedicated fire watch while work is taking place and for a minimum of 30 minutes past the completion of the work. A subcontractor supplied fire extinguisher must be present at the work area where the hot work is being performed and employees must be trained in the use of such extinguisher.
 59. Subcontractor shall supply fire extinguishers for all related work activities including, but not limited to, the use of combustible engines and fuel storage, if any. All fire extinguishers will meet a minimum size requirement of 10 lb. and be at least ABC type.
 60. The following work rules are important to the safety of all personnel on Contractor sites and shall be adhered to at all times;
 - 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. Unsafe conditions or acts, along with any accidents or near misses shall be reported 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. Appropriate work gloves are required for all employees at all times while on site.
 - e. Work wear shall not be offensive or inappropriate.
 - f. "Horseplay", harassment, fighting, work place violence, and other inappropriate behaviors are strictly prohibited.
 - g. Maintaining good housekeeping is mandatory at all times. Subcontractor is responsible for daily clean up.
 - h. Photos, pictures or video is not allowed on site.
 - i. Fire protection equipment is not to be tampered with or removed from its assigned location.
 - j. Vehicles are to be operated and driven in a safe manner at all times.
 - k. Firearms are prohibited on site or in parking lots at all times.
 - l. Barricaded areas will not be entered without proper authorization.
 - m. Modification or alteration of any piece of personal protective equipment is strictly prohibited.
 - n. "No Smoking" rules shall be adhered to. Smoking/tobacco shall be allowed in designated areas only.
 - o. All gasoline engines shall be shut off and allowed to cool before refueling.
 - p. The use of plastic gas cans for storing combustible/flammable liquids on the site is prohibited. Use only approved metal containers.
-

SUBCONTRACTOR SAFETY RESPONSIBILITIES

Revised March 2024

- q. Tampering with firefighting or life safety equipment is prohibited and grounds for immediate termination/removal.
 - r. 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 or constructing the project. Bluetooth headsets are prohibited unless used to perform a specific task or job
-