

Diversified Engineering & Plastics		STATUS: Issued
TITLE:	General Safety & Environmental Procedure for Contractors	NUMBER: HR-OP-12
EFFECTIVE: 06/28/2016	LATEST REV: 4	PAGES: 5

Purpose

The purpose of this procedure is to define who is responsible, what happens and the supporting documentation used.

Scope

This procedure applies to all business activities. The process steps are outlined below.



General Safety & Environmental Procedures for Contractors

The following safety & environmental procedures of Diversified Engineering & Plastics apply to all contractors, including all agents and subcontractors of such contractors (“Contractors”), and to all their employees working within, on, or around any premises of Diversified Engineering & Plastics (the Premises”), whether on construction, maintenance, or otherwise. Any Manager who has contractors on the premises will be responsible to designate a project coordinator (“Project Coordinator”) in connection with each contractor’s work assignment. Contractors shall report to and follow the instructions of their Project Coordinator in connection with these rules and shall ensure that all of their employees working on the Premises are furnished a copy of, and are familiar with, these rules. THESE RULES ARE NOT INTENDED TO, AND SHALL NOT SUPERSEDE, NOR SHALL THEY RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH, ANY FEDERAL, STATE, OR LOCAL SAFETY AND ENVIRONMENTAL REGULATIONS INCLUDING, WITHOUT LIMITATION, REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (“OSHA”), THE ENVIRONMENTAL PROTECTION AGENCY (“EPA”), AND STATE SAFETY AND ENVIRONMENTAL REGULATIONS.

1. EMPLOYEES

1.1 Contractors’ employees shall comply with Diversified Engineering & Plastics contractor dress code when on the premises; specifically; shirts, long pants, and shoes that completely cover the feet shall be worn. Shorts, tank tops, open shirts, and sandals are prohibited. When employees are working near machinery or heavy equipment, long hair shall be tied back and no longer than shoulder length, jewelry removed, ties tucked in, and similar precautions taken.

1.2 Contractors shall inform their employees that: (i) running or jumping off platforms or raised surfaces is prohibited, (ii) they must walk up or down stairs using the handrail, (iii) they must use a ladder, platform or appropriate lifting device when ascending or descending from elevated structures, surfaces, or conveyors, (iv) the possession of or use of unauthorized or illegal drugs, intoxicating beverages, or weapons on the premises is prohibited, (v) ladders must be properly secured at the base and top, (vi) compressed air shall not be used to clean clothing or personnel and (vii) “horseplay” is prohibited.

1.3 Contractors are responsible for the safety of their employees and for exercising care to prevent injury or illness to others. Contractors shall report any accidents causing death, personal injury, or property damage that arise out of or in connection with their work to the Project Coordinator immediately after the occurrence of such accidents. Contractors shall also submit to Project Coordinator a written report regarding such accidents within five (5) days of such occurrence.

1.4 Employees may smoke or eat only in designated areas on the premises.

1.5 Employees shall comply with Diversified Engineering & Plastics specific requirements with regard to the wearing of personal protective equipment. All personal protective equipment is to be provided by Contractor.

1.6 Contractors shall ensure that all employees are trained to perform their work safely. Contractors also shall ensure that all known hazards associated with the job are communicated to their employees, in writing, including, but not limited to any "Hazard Communication" required by OSHA.

1.7 Contractors shall handle, remove, dispose of, or otherwise deal with substances that are hazardous or toxic within the meaning of federal, state, or local laws, regulations, or ordinances or are otherwise dangerous and may involve special risks of injury to persons or damage to property if not treated properly ("Hazardous Substances").

2. MATERIALS AND EQUIPMENT

2.1 Contractors must obtain the Project Coordinator's approval prior to bringing on the premises any chemical, cleaning agent, coating material, degreaser, radioactive material, or any other materials or equipment to be used by Contractor that may be hazardous to persons, property or environment.

2.2 Contractors shall submit to Project Coordinator a completed Chemical Inventory List and Safety Data Sheets (Formally MSDS sheets) for all chemicals or other materials, as appropriate, prior to bringing such chemicals or materials on the premises.

2.3 Contractors shall ensure that all containers, tanks, vessels, or drums containing chemicals or materials of the type referred to in Section 4.3 are labeled according to identity of the material (content), appropriate hazard warnings, and name/address of the manufacturer. All containers shall be labeled prior to arrival on the premises. Manufacturer's labels shall not be removed or defaced.

2.4 Prior to storing any bulk quantities (greater than 55 gallons) of any liquid material in a single container on the premises, Contractors shall dike the area surrounding such container so as to prevent any spillage from reaching any ground or surface waters or sewer systems. The volume to be contained by such dike shall be equal to 110% of the largest single container.

2.5 The disposal of liquid, solid, or gaseous waste, chemical, or any other material on Diversified Engineering & Plastics property is prohibited. Contractors shall arrange for the removal and disposal of all such waste and scrap material in accordance with applicable local, state, and federal laws, regulations, or ordinances. Prior to bringing on the premises any material classified under any federal, state, or local laws or regulations as "hazardous," or as a pesticide, insecticide, fungicide, or rodenticide, Contractors shall obtain Diversified Engineering & Plastics approval of their disposal procedures regarding such materials.

2.6 Contractors shall immediately inform Diversified Engineering & Plastics of any known or suspected releases of any hazardous substance as required by the Comprehensive Environment Response, Compensation & Liability Act of 1980, as amended, including (but not limited to) notice of any releases as required by Title VII of the Superfund Amendments and Reauthorization Act of 1986 (commonly known as the Emergency Planning and Community Right to Know Act of 1986).

2.7 Contractors shall cease work immediately and notify the Project Coordinator if, in the course of removing or replacing insulation material, they discover, or have reason to suspect, that such material contains asbestos.

2.8 In servicing or repairing Diversified Engineering & Plastics equipment that requires deactivation of electrical circuitry, or pressurized pipes or lines, Contractors shall follow Diversified Engineering & Plastics specific lockout/tagout procedures for the "lockout" of hazardous energy sources.

2.9 Contractors performing work in "Confined Spaces," including, without limitation, areas of poor ventilation or where an oxygen deficiency or other immediately dangerous to life or health (IDLH) atmosphere may exist, shall comply with all federal, state, and local laws, regulations, and ordinances relating to, among other things; entry permit, pipeline and electrical lock-out,

cleaning, oxygen content verification, required breathing apparatus, standby attendant, standby rescue team, combustible vapors, ventilation, power source, lights, grounding, solvents, and fall prevention and protection.

2.10 Contractor shall not use Diversified Engineering & Plastics equipment or materials unless the Project Coordinator specifically authorizes such use in advance. Diversified Engineering & Plastics authorization will not be granted without Contractor's proper documentation of training to use such equipment or materials. Training documentation shall be required in all cases prior to authorization for Contractor to use Diversified Engineering & Plastics powered vehicles (e.g., tugs, forklifts, man lifts). As a rule, Contractors shall not use Diversified Engineering & Plastics equipment.

2.11 Contractor has experience and expertise in performing services of the type required by the Contract and fully understands the special consideration applicable to the Hazardous Substances involved in the performance of the Contract.

2.12 Contractor will on request consult and cooperate with Diversified Engineering & Plastics and will comply with the reasonable instructions of Diversified Engineering & Plastics in connection with any Hazardous Substances, but nothing done by Diversified Engineering & Plastics shall relieve Contractor from compliance with all applicable federal, state, and local laws, regulations, and ordinances. Contractor and Diversified Engineering & Plastics are not engaged in any joint ventures in any respect.

2.13 If the Contract involves the removal or disposal of Hazardous Substances, or both, title to and risk of loss of such Hazardous Substances will pass to Contractor at the time the Hazardous Substances are picked up by Contractor at the premises, but this shall not affect Contractor's obligations of compliance with applicable laws, regulations, and ordinances of Contractor's obligations of insurance with respect to such Hazardous Substances. Contractor shall take extreme precautions against the possibility of damage to any property or injury to any person during the transport of such Hazardous Substances from the premises and in their disposal.

3. INDEMNITY PROVISION

Contractor agrees to hold harmless, indemnify and defend Diversified Engineering & Plastics, LLC., affiliates, divisions subsidiaries, successors and assignees and each of our officers, directors, shareholders, agents and employees (collectively Diversified Engineering & Plastics from any and all damages, loses and/or expenses (including reasonable attorney's fees and other costs of defense) incurred in connection with any and all suits, claims, demands, or liabilities whatsoever, from any act or omission, negligence or willful misconduct of Contractor, its agents, employees or subcontractors relating to work to be performed and from any demand, complaint, claim or legal action, whatsoever, from any source, alleging damage, death illness or injury to any persons or property resulting from work performed by Contractor its employees, agents or subcontractor, whether foreseen or unforeseen, provided that Contractor shall have no responsibility with respect to liability resulting solely from Diversified Engineering & Plastics negligence or willful misconduct.

In the event of a claim, lawsuit or other matter covered by this indemnity provision, Diversified Engineering & Plastics agrees to promptly notify Contractor in writing and Contractor shall have the opportunity to assume full responsibility for the defense and resolution of such claim, lawsuit or matter. Diversified Engineering & Plastics shall be permitted to participate in its own defense at its own expense.

4. INSURANCE MINIMUM LIMITS

The Contractor shall maintain a current Certificate of Liability Insurance with the Safety & Occupation Health Office and the Purchasing Department. The certificate shall be updated on a yearly basis. The minimum insurance limits for Contractors shall be as follows:

- a) Workers Compensation - \$1,000,000
- b) General Liability - \$2,000,000 aggregate
- c) Personal Liability – 1,000,000 each occurrence

5. FIRE AND OTHER EMERGENCIES

5.1 Contractors shall report all suspected fire hazards to Project Coordinator immediately. Contractor shall, without delay, take corrective action to remedy any such hazard resulting from the work.

5.2 Contractors shall not block access to emergency equipment or exits. This also applies to exterior equipment such as hydrants and control valves.

5.3 Contractors shall obtain from Diversified Engineering & Plastics the location and operating method of all eyewash stations and/or safety showers in their work areas.

5.4 Contractors involved in activities that cause the shutdown of fire suppression systems shall work through the Project Coordinator to ensure compliance and proper notification is given to Safety Systems Inc.

6. HOUSEKEEPING

6.1 Contractor shall ensure that all debris is kept clear from all walking and working areas. A clean, tidy and orderly work area shall be required at all times.

6.2 Contractor shall ensure that all combustible scrap and debris are removed at regular intervals during the course of construction. A safe and regular means shall be provided to facilitate such removal.

6.3 Contractor shall ensure that all garbage and other waste are removed at the end of each working day. Containers shall be provided for the collection and separation of such waste. All metal shall be disposed of in metal disposal containers.

7. MISCELLANEOUS

7.1 Contractors shall comply with all of Diversified Engineering & Plastics safety signs and markings. No one shall enter areas that are barricaded, roped-off, or marked "restricted" without prior written authorization from the Project Coordinator.

7.2 Contractors shall enter and leave the premises through entrances and exits assigned by the Project Coordinator and shall follow assigned routes to and from the work area.

7.3 Contractors shall inform other contractors working in the area on the premises of hazards associated with Contractor's work, and shall work with the Project Coordinator to ensure that Diversified Engineering & Plastics employees are restricted from working closely to or being affected by hazardous operations.

Contractor Signature

Date

Company Name

Date

Purchasing / Office Manager (DEP)

Date

Environmental Health & Safety Coordinator (DEP)

Date

Document Revision History...

This field was added 7/16/97 to track the revision history of Procedures. There was no history recorded prior to this date for any Procedures.

Rev #	Rev Date	<u>Reason for Document Change</u>
1	8/6/04	Issued in system
2	5/10/11	Updated company name
3	8/2/11	Corrected signature lines from MAPI to DEP
4	6/28/16	Added new company logo and added SDS Sheet Formally MSDS Sheets & purchasing / office manager signature.