

SUPPLIER HEALTH, SAFETY, SECURITY, FIRE PROTECTION AND FIRST AID REQUIREMENTS

Supplier shall implement a health, safety, security, fire protection and first aid program consisting of not less than the following measures in order to reduce the potential for injury or damage caused by accidents in connection with performance of the Work. Supplier shall designate a responsible member or members of his organization whose duty shall be the coordination of such health, safety, security, fire protection and first aid measures. The person or one of the persons designated shall be present at all times during performance of the Work. Supplier shall notify Owner in writing of the name(s) of the person or persons so designated before starting the Work.

A. Supplier shall comply with, and insure that his employees, agents and invitees and his sub-contractors and their employees, agents and invitees comply with, (a) all applicable federal, state and local health and safety laws, rules and regulations, including, without limitation, the Occupational Safety and Health Act of 1970, the Federal Mine Safety and Health Act of 1977, the Toxic Substances Control Act of 1977, and the Superfund Amendments and Reauthorization Act of 1986, and the rules and regulations issued pursuant to each of the foregoing, in each case as they may be amended from time to time, (b) all applicable federal, state and local fire protection and control laws, rules and regulations, in each case as they may be amended from time to time, and (c), while upon Owner's premises, Owner's own health and safety and fire protection and control rules and regulations, as issued from time to time, and with all directions by Owner regarding protective clothing, head covering, eye protection, etc. Owner will supply Supplier with a copy of Owner's applicable health and safety and fire protection and control rules and regulations on request.

B. The safety and training of all persons employed by Supplier or his sub-contractors or the agents or invitees of Supplier or his sub-contractors or any other person who enters the project site or other location where any of the Work is being performed for any purpose relating to Supplier's carrying out his obligations under this Contract shall be the responsibility of Supplier. Supplier shall notify Owner, in writing, of the existence of any hazardous conditions, property or equipment which are not under Supplier's control; however, it shall be Supplier's responsibility to take all necessary precautions against injury to such persons or damage to the property of Supplier, his sub-contractors or such persons from such hazards until corrected by the responsible party.

C. Supplier shall confine all persons employed by Supplier or his sub-contractors or the agents or invitees

of Supplier or his sub-contractors or any other person who enters the project site for any purpose relating to Supplier's carrying out his obligations under this Contract to that portion of the project site where the Work is to be performed, to the routes designated by Owner for ingress and egress thereto and to any other areas Owner may expressly permit Supplier to use. Within such areas, except those routes for ingress and egress over which Supplier has no right of control, Supplier shall provide safe means of access to all places at which any such person may at any time have occasion to be present.

D. In the event any blasting is required, Supplier shall take all necessary precautions to protect existing facilities and persons from injury, including, without limitation, the use of appropriate blasting mats or coverings. Extreme care shall be taken to prevent rocks and other material from being blasted out of the excavations in to the surrounding area. No blasting activity shall be undertaken by Supplier or any sub-contractor without prior notification to Owner's Representative. The timing of each blast shall be coordinated with Owner's Representative. Supplier shall construct a barricade, if necessary or if requested by Owner, for the protection of persons in these areas. Blasts shall be properly controlled by the use of firing systems with delayed-action detonation devices to accomplish the required results. Supplier shall take whatever precautions are necessary to protect against premature discharge of electric detonators due to radio transmitters in the vicinity, electric storms, and/or stray electric fields and currents. Supplier shall not transport to, or store on, the project site any larger quantity of detonators, blasting caps, explosives and other blasting agents than is reasonably necessary for one day's current use on the project site.

E. Supplier shall take all reasonable measures to prevent injury to all persons or damage to any property on Owner's premises, or in the vicinity thereof, as a result of Supplier's performing the Work, whether or not a hazardous or potentially hazardous condition exists due to the prosecution of Supplier's Work or in conjunction with work or activity being performed by Owner or others, including, without limitation, (a) all necessary steps to prevent fire, (b) furnishing fire extinguishers and other appropriate fire protection and control equipment (except where provided by Owner), (c) furnishing fences, flagmen, warning signs and barricades, (d) all necessary steps to eliminate excessive dust, smoke or exhaust emissions, (e) all necessary steps to protect overhead utility lines, underground pipes, conduit and cables, (f) and all

necessary steps to protect existing Work and Work in progress by Supplier and existing Work and Work in progress by Owner or others. Should Owner request that Supplier provide certain safeguards required for the protection of persons or property and should Supplier fail to comply with such request within a reasonable time, Owner shall be entitled to regard such failure as a material breach of Supplier's obligations under this Contract?

F. Supplier shall be responsible for the security of all of his materials, equipment and tools and those of his employees and sub-contractors. Owner shall not be liable for theft, loss or damage to materials, equipment or tools of Supplier, his employees and sub-contractors.

G. Supplier shall make his own arrangements to supply first-aid to anyone acting for him who may be injured in connection with the Work. Supplier shall promptly investigate and fully document the circumstances of any injury to any of his employees, agents and invitees and his sub-contractors and their employees, agents and invitees while on Owner's premises or at any other location where any of the Work is being performed. Copies of Supplier's injury investigation reports shall be forwarded to Owner's Representative.

H. Supplier shall notify Owner's Representative immediately in the event of any fire or serious injury to persons or property on Owner's premises or at any other location where any of the Work is being performed.