

EXHIBIT C – Non-CCIP

Pepper Construction Company
Subcontractor Insurance Requirements

Subcontractor:
Vendor #:

PLEASE ISSUE A CERTIFICATE OF INSURANCE FOR THE PROJECT REFERENCED BELOW IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS. SUBMIT TO THE SAME ADDRESS AS SHOWN AS CERTIFICATE HOLDER. THANK YOU.

JOB DESCRIPTION:

Job Number:
Job Name:
Job Address:

ADDITIONAL INSURED TO BE LISTED:

The following parties, and each of their respective affiliates, predecessors, successors, assigns, subsidiaries, and parent companies, and all of their respective officers, partners, members, managers, employees, agents, or representatives, as well as any person or entity required to be named as an **Additional Insured** or be indemnified in the Agreement between Owner and Pepper, **shall be listed exactly as shown in their relevant contracts for this Project:**

Pepper Construction Company

Owner
Architect

CERTIFICATE HOLDER:

PEPPER CONSTRUCTION COMPANY
Attention:

EXPERIENCE MODIFICATION RATING (EMR):

PEPPER CONSTRUCTION COMPANY ("PEPPER") has a strong commitment to safety on our construction projects and it is important that our subcontractors display that same commitment. Therefore, PEPPER requests that each Subcontractor instruct its insurance company to send PEPPER a letter indicating its Experience Modification Rating (EMR) for the last three (3) years.

Contractually, the Subcontractor is required to keep a valid Certificate of Insurance on file for a period of three (3) years from the date of Substantial Completion.

Any questions, please call

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Subcontractor shall maintain, at its own expense, during the progress of the Work and throughout the warranty period, insurance written by insurance companies acceptable to PEPPER (as further described below) with the minimum limits and coverage as shown below or, if higher, the requirements set forth in the Contract Documents. For purposes of this **Exhibit C – Non-CCIP**, subcontractors performing, in whole or in part, the following major trade classifications shall be referred to as "Major Trade Subcontractors": Concrete/Pre-cast Concrete; Curtainwall; Electrical; Elevator; Excavation/Earthwork; Fire Protection; Hoisting/Tower Crane; HVAC; Plumbing/Piping; Roofing; Shoring/Underpinning; Soil Stabilization; Special Foundations/Caissons; and Steel Erection. To the fullest extent allowed under applicable law, Subcontractor shall comply with the following insurance requirements:

- A. Unless otherwise required by the Contract Documents, at a minimum, Subcontractor's insurance shall be provided by:
- 1) Insurer(s) authorized to transact business in the state where the Work or operations will be performed by Subcontractor; and
 - 2) Insurers that maintain an A.M. Best's rating of not less than A-/VIII.
- B. WORKERS' COMPENSATION based on Statutory Requirements and EMPLOYER LIABILITY insurance in an amount of at least:
- 1) **\$1,000,000**, bodily injury by accident – each accident;
 - 2) **\$1,000,000**, bodily injury by disease – policy limit; and
 - 3) **\$1,000,000**, bodily injury by disease each employee.

Where applicable, evidence of coverage shall be required for Longshore and Harbor Workers' Compensation, Maritime coverage, and Federal Employers' Liability Act; additionally, Subcontractor's coverage shall include all Other States coverage and other unique exposures requiring endorsement of coverage.

Workers' Compensation coverage must extend to every employee, including owners/officers of a closely held corporation and/or individuals operating as a sole proprietorship or partnership. Workers' Compensation coverage exemptions for sole proprietors or partnerships will not be accepted.

- C. COMMERCIAL GENERAL LIABILITY ("CGL"). Major Trade Subcontractors shall provide and maintain a **minimum CGL primary insurance limit** of not less than **\$2,000,000** per occurrence for both Premises/Ongoing Operations, **\$2,000,000** Products-Completed Operations aggregate; and **\$2,000,000** general aggregate applicable to claims other than Products-Completed Operations. All other subcontractors shall provide and maintain CGL insurance with a limit of not less than **\$1,000,000** per occurrence for both Premises/Ongoing Operations, **\$1,000,000** Products-Completed Operations aggregate; and **\$1,000,000** general aggregate applicable to claims other than Products-Completed Operations. To the extent that Subcontractor's CGL insurance is subject to aggregate limits, the policy shall be endorsed so as to apply such aggregate limits separately to each Project with an **ISO Endorsement CG 25 03** or equivalent.

Coverage afforded under Subcontractor's CGL and any Commercial Umbrella insurance shall be provided on an occurrence basis and shall be subject to the terms of the Insurance Services Office ("ISO") Commercial General Liability Coverage Form **CG 0001**, or an equivalent form providing coverage at least as broad as the ISO form specified. There shall be no limitations or exclusions of coverage beyond those contained in the standard ISO coverage form and coverage shall include liability arising from Premises/Operations, Elevators, Broad Form Property Damage, Independent Contractors, Contractual Liability, Products-Completed Operations including Construction Defect, Contractual Liability or Personal Injury and Advertising Injury.

Subcontractor's CGL coverage shall include coverage for bodily injury and property damage as the ensuing result of faulty workmanship or defective product in State jurisdictions as permitted by law.

If Subcontractor's Scope of Work requires the use of a crane, rigging operations, hoisting, or coverage related to the movement of others' property in connection with this Subcontract, Subcontractor shall have the "care, custody, and control" exclusion deleted from its General Liability policy. In the event such exclusion is not deleted, Subcontractor shall purchase and maintain in effect Rigger's Liability coverage at least equal to the highest value of property to be hoisted or moved. Finally, Rigger's Liability coverage can also be obtained with a coverage extension from a Contractor's Installation Floater policy.

All coverages shall be maintained in force for a period of three (3) years after Substantial Completion of the Project or for such period of time as is described in the Contract Documents ("Products-Completed Operations Period"). All terms and conditions of such coverage shall be maintained during this Products-Completed Operations Period, including the required coverage limits and the requirement to provide PEPPER and Owner with coverage as an **Additional Insured** for Products-Completed Operations. XCU and Work From Height Exclusions must be deleted when applicable to operations performed by the Subcontractor. XCU coverage must be identified as being included on the Certificate of Insurance. Note: Coverage for liability associated with Exterior Insulation and Finish Systems ("EFIS") installation is required if loss exposure exists within the contracted Scope of Work as well as all other tiers of subcontractors contracted with the primary subcontractor.

- D. COMMERCIAL UMBRELLA LIABILITY ("Umbrella Liability") shall be maintained by Subcontractor, providing the same coverage and with the same **Additional Insureds** as the primary policy in the amount of **\$5,000,000** for Major Trade Subcontractors and **\$1,000,000** for all other Subcontractors. All terms and conditions of such coverage shall be maintained during the three (3) year Project-Completed Operations Period, including the required coverage limits and the requirement to provide PEPPER and Owner with coverage as an **Additional Insured** for Products-Completed Operations. Umbrella Liability insurance required under this Subcontract shall follow the form of the Commercial General Liability insurance, Business/Commercial Automobile insurance, and Employers' Liability insurance as required in the Subcontract. The Umbrella Liability policy must be identified as 'Follow Form' or include a policy endorsement which states "At least as broad as the three underlying primary policies" specifically stated on the Certificate of Insurance. To the extent that Subcontractor's Umbrella Liability insurance is subject to aggregate limits, policies shall be endorsed so as to apply such aggregate limits separately to each Project.

When providing a Blanket Certificate of Insurance, the following wording must be included: "*All Work performed by [Subcontractor Company Name] for all Pepper Construction Company jobsites. Additional Insureds: Pepper Construction Company and all others identified at **Exhibit C – Non-CCIP** of the Subcontract Agreement.*"

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- E. **BUSINESS/COMMERCIAL AUTOMOBILE LIABILITY** on an accident basis covering all Owned, Leased, Non-Owned and Hired Vehicles providing limits of liability for Bodily Injury and Property Damage of **\$1,000,000** each accident, including its own employees.

The waiver of subrogation, as required in Article P, below, shall be in favor of Indemnitees and **Additional Insureds** and shall be affirmed on the policy by **ISO Endorsement CA 04 44 03 10** or equivalent.

When applicable, the Business/Commercial Automobile Liability policy shall include **MCS-90 Endorsement** in compliance with the Federal Motor Carrier Safety Administration ("FMCSA").

If Subcontractor's Work involves the transport of pollutants, its Business/Commercial Automobile Liability policy shall be endorsed with Pollution Liability – Broadened Pollution for Covered Autos **ISO CA 99 48 10 01** or equivalent.

- F. **CONTRACTOR'S POLLUTION LIABILITY insurance shall be provided by Subcontractor with minimum limits of \$1,000,000** per occurrence and **\$1,000,000** per aggregate and shall apply to bodily injury, property damage or other losses due to a pollution incident or event arising from Subcontractor's activities and shall apply for at least the following types of Subcontractors: building enclosure systems, drywall/insulation, MEP (including but not limited to HVAC, plumbing, sprinkler), and excavating. Further, such Pollution Liability policy shall include coverage for, and Subcontractor's Certificate of Insurance shall specifically state that microbial matter, silica, mold, bacteria, and fungi coverage are included. The policy must include the parties listed in this **Exhibit C – Non-CCIP Insurance Requirements as Additional Insureds** on a primary and non-contributory basis. Occurrence or claims-made coverage is acceptable. Occurrence-based coverage is to be maintained for three (3) years after completion. Claims-made coverage is to have a retroactive date prior to the date the Subcontractor commences contracting services on the Project and shall include an Extended Reporting Period of three (3) years. **Additional Insured** coverage under the Contractor's Pollution Liability shall apply to both ongoing and completed operations.

Subcontractor's Pollution Liability policy shall include coverage for actual or alleged on-site and off-site bodily injury, property damage, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental.

Note: This coverage requirement also pertains to any subcontractor that is required to penetrate a building foundation, curtainwall or roof to complete their contracted Scope of Work or contracted to a lower tier of subcontractor. Finally, all subcontractors that install windows, doors or any fixtures on the exterior of a building will be required to adhere to this insurance requirement.

Subcontractor and its lower tiers shall provide prompt notice to PEPPER of any claim asserted, the entry of any settlement, or rendering of any judgment which may be covered by this Pollution Liability policy with a total reserve valued at twenty-five percent (25%) of available policy limits of the Pollution Liability policy. Coverage shall not be limited to the dollar amount of the Subcontract Price, including all modifications.

- G. **CONTRACTOR'S PROFESSIONAL LIABILITY INSURANCE** ("Design Liability") coverage applies to acts, errors, or omissions arising from Subcontractor's professional services. If Subcontractor provides any architectural or professional engineering service, by its employees or through other contracted Professional Services providers (regardless whether such service does not result in stamped or sealed submissions) including any surveying, soils analysis, approval of materials, equipment or design, connections, or sizing of members for any earth retention, shoring, dewatering, mechanical, electrical, plumbing, fire protection, windows, wall systems, structural walls, precast, elevators, roofing, drainage or communications systems, the Subcontractor shall furnish PEPPER with an appropriate certificate, including any endorsements, directly relating to the Project which shall remain in effect for a period of three (3) years after the date of final completion identifying the Subcontractor's professional liability insurance coverage and stipulating amounts of coverage at not less than **\$2,000,000** with Subcontractor's deductible not to exceed **\$250,000** insuring Subcontractor's proper performance of its Design Services. The Professional Liability policy shall be maintained without interruption for no less than three (3) years after the date of final payment to Subcontractor. If the insurance policy is written on a "claims-made" form, the policy must include a three (3) year "Extended Reporting Period" endorsement (coverage option). The "Extended Report Period" coverage shall commence to the degree that continuous Professional Liability coverage has not been kept in force from the inception of the contracted project and three (3) years thereafter. Subcontractor agrees that coverage thereunder will not be cancelled or not renewed until at least thirty (30) days' prior written notice has been given to PEPPER.

H. **AVIATION INSURANCE.**

1. If either of the following aviation options (H2 or H3, below) are applicable to this Project, Subcontractor shall request in writing and obtain PEPPER's written approval for proposed aviation events. With such request, Subcontractor shall include a detailed description of the proposed event, identifying specific dates, times, and proof of pilot licensing, as described below. If approved, Subcontractor shall provide evidence of the required liability coverage, as identified below in H2 or H3, as applicable.

To the extent that **Subcontractor** shall provide aviation services, it is required to:

- a. provide prior written notice to PEPPER that Subcontractor shall provide such aviation services ("Sub Notice");
- b. provide such Sub Notice to PEPPER at least ten (10) days prior to the scheduled flight;
- c. obtain approval for aviation events and provide written evidence of the Subcontractor's required insurance coverage, as identified below at H2 or H3, as applicable, including Owner, PEPPER, and others per the Owner Agreement as an **Additional Insured** on a primary and non-contributory basis for bodily injury or property damage with respect to the ownership, maintenance, or use of the aircraft and provide a Waiver of Subrogation in favor of the parties as set forth in Article J, below;
- d. provide to PEPPER proof of Subcontractor's FAA pilot license, with Commercial Helicopter Rating, or FAA 107 Commercial UAS License, as applicable;
- e. provide written evidence of Non-Owned Aviation liability coverage to the same extent as required by H2 or H3; and
- f. advise PEPPER's Project Manager and Director of Corporate Risk Management of the financial risk exposures involved at least ten (10) days prior to the scheduled flight.

To the extent that **Subcontractor's lower-tier subcontractor** shall provide aviation services, **Subcontractor** is required to:

- g. provide prior written notice to PEPPER that a Sub-Subcontractor shall provide such aviation services ("Sub-Sub Notice");
- h. provide such Sub-Sub Notice to PEPPER at least ten (10) days prior to the scheduled flight;

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- i. notify Sub-Subcontractor, in writing, that all terms of this Article H are applicable to Sub-Subcontractor;
 - j. obtain approval for aviation events and provide written evidence of the Sub-Subcontractor's required insurance coverage, as identified below at H2 or H3, as applicable, including Owner, PEPPER, and others per the Owner Agreement as **Additional Insureds** on a primary and non-contributory basis for bodily injury or property damage with respect to the ownership, maintenance, or use of the aircraft and provide a Waiver of Subrogation in favor of the parties as set forth in Article J, below;
 - k. provide to PEPPER proof of Sub-Subcontractor's FAA pilot license, with Commercial Helicopter Rating, or FAA 107 Commercial UAS License, as applicable;
 - l. provide written evidence of its own and Sub-Subcontractor's Non-Owned Aviation liability coverage to the same extent as required by H2 or H3; and
 - m. advise PEPPER's Project Manager and Director of Corporate Risk Management of the financial risk exposures involved at least ten (10) days prior to the scheduled flight.
2. Commercial Aviation (Manned Fixed and Rotor Wing Aircraft) Liability Insurance Coverage: Should Subcontractor's or Sub-Subcontractor's Work include the approved use of any owned, leased, chartered, or hired aircraft of any type on the Project, minimum limits in an amount not less than **\$10,000,000** per occurrence, including Passenger Liability, shall apply. Cargo/Sling coverage with limits of **\$250,000** per load shall apply. PEPPER reserves the right to determine and require higher limits of liability based on jobsite exposure.
3. Commercial Aviation Liability (Unmanned Aircraft System or Aerial Drones ("UAS")) Insurance Coverage: Should Subcontractor's or Sub-Subcontractor's Work include the approved use of any owned, leased, borrowed, or hired UAS on the Project, minimum limits of liability of **\$2,000,000** each occurrence shall apply.
4. Coverage in Sections H2 and H3, above, shall include:
- a. Bodily Injury, Property Damage, Contractual Liability, and Hired and Non-Owned Aircraft Liability. Coverage under this policy shall also be extended to the authorized pilot in command of the aircraft when performing on behalf of the Named Insureds.
NOTE: Approved usage of all drones (not to exceed 40 pounds in total unit weight) shall be strictly limited to aerial photography and survey work; and
 - b. any aircraft, equipment, or property used in the aviation event shall:
 - i. be specifically scheduled on the aircraft liability insurance policy; and
 - ii. carry hull and physical damage coverage for the replacement cost value of the aircraft.
5. With regard to both H2 and H3, above, the Subcontractor and any Sub-Subcontractor shall agree that:
- a. if the pilot for such aviation event has not previously flown on a PEPPER project, and has neither been interviewed nor approved by PEPPER to fly, PEPPER and the Subcontractor (and Sub-Subcontractor, if involved) shall timely arrange for the pilot to participate in an interview with a PEPPER drone pilot prior to the first scheduled flight, and the Subcontractor, Sub-Subcontractor and pilot shall all fully cooperate; and
 - b. PEPPER reserves the right to decline the drone flight request based on the results of the interview conducted by PEPPER; such decision to decline the flight request shall be in PEPPER's sole discretion and may be based on factors including, but not limited to, the pilot's demonstrated incompetence, lack of experience, or failure to meet PEPPER's standards and requirements.
- I. NETWORK SECURITY AND PRIVACY PROTECTION LIABILITY coverage ("Cyber Liability") is required of all Subcontractors and sub-subcontractors as determined by PEPPER, in circumstances where physical or wireless connection will be made to any PEPPER network (including a Guest internet connection) or Owner's Network at the site of the Project. Such networks include, without limitation, Building Automation, Computer Maintenance Management, HVAC, MEP, Building Security/Access Controls, Fire Protections/Alarm, and Telecommunication/Data Management systems. The Subcontractor shall provide evidence of Cyber Liability with limits of not less than **\$2,000,000** per occurrence and **\$2,000,000** annual aggregate. Coverage shall be sufficiently broad to respond to the cyber and network liability exposure resulting from or arising out of Subcontractor's performance of its duties and obligations under this Subcontract Agreement, and shall provide coverage for loss occurrences which include, but are not limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, network security, installation of malware/ransomware, loss of network use, and infringement of intellectual property (including infringement of copyright, trademark, and trade dress). The policy shall provide coverage sufficient to defend and indemnify the **Additional Insureds** and shall also provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses.
- J. ADDITIONAL INSURED: To the fullest extent of coverage allowed under applicable law, the following entities shall be included as **Additional Insureds** under the General Liability, Business/Commercial Automobile Liability, Umbrella/Excess Liability, and Pollution Liability (where applicable). The Subcontractor's CGL and Umbrella Liability policies must include the parties listed in **Exhibit C – Non-CCIP** as **Additional Insureds**, on an ISO **Additional Insured** Endorsement (**CG 2010** and **CG 2037, Edition #07 04** or older, or equivalent) covering Ongoing and Completed Operations. Subcontractor's insurance will be primary and non-contributory to any insurance carried by any of the **Additional Insured**. Subcontractor's required insurance shall apply separately to each **Additional Insured**. Any other insurance or self-insurance maintained by PEPPER or Owner shall be excess of, and non-contributory with, the coverage afforded by Subcontractor's CGL and Umbrella Liability insurance.
- K. A Certificate of Insurance on an ACORD form, and the **Additional Insured** Endorsement (including a waiver of subrogation), must be delivered to the PEPPER Project Manager of record and PROVIDED TO THE PEPPER JOBSITE FIELD SUPERINTENDENT **PRIOR TO THE COMMENCEMENT OF ANY WORK**. The Subcontractor shall notify PEPPER by email within thirty (30) days if such Certificate is to be altered, cancelled or allowed to expire.
- L. Equivalent insurance coverage must be obtained from each sub-subcontractor or supplier, if any, before permitting them on the Project site. In the event Subcontractor fails to obtain such coverage from its lower tiers, protection of such parties shall be included within Subcontractor's insurance policies.
- M. PEPPER may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its Contract with the Owner. Subcontractor may use such items upon PEPPER's prior written authorization. In the event of any such Subcontractor use,

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the Subcontractor agrees to insure against claims of injury or damage caused by such items while in Subcontractor's care, custody or control by naming PEPPER as an insured party. Liability limits shall be the same as in Section C, above. Physical Damage insurance against damage to the items themselves shall be on a "Replacement Cost" basis.

- N. Subcontractor will be responsible for any deductible or self-insured retention under its insurance policies.
- O. It is understood and agreed that PEPPER shall withhold payments to the Subcontractor until a properly executed Certificate of Insurance and endorsement providing insurance as required herein, accompanied by a signed Subcontract Agreement, are received by PEPPER. The failure of PEPPER to withhold such payments or obtain the required Certificate or endorsement shall not be deemed to be a waiver of Subcontractor's obligation to provide the insurance required under the Subcontract Agreement.
- P. Subcontractor hereby waives any rights of subrogation against PEPPER, the Owner, the Architect, and any other **Additional Insureds** as required by this Subcontract, the Owner Agreement or the Invitation to Bid. If insurance policies specified within this **Exhibit C – Non-CCIP** require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Subcontractor will cause them to be so endorsed with an **ISO Endorsement CG 24 04, CG 24 53**, or equivalent. This waiver shall apply to all first-party Property, Mobile Equipment, Vehicles of any type, Business/Commercial Automobile, and Workers' Compensation claims (unless prohibited under applicable state statutes), and all third-party liability claims.
- Q. Provided the minimum required primary limits under the Commercial General Liability are provided as stated in Section C., above, CGL, Business/Commercial Auto Liability, and Employer's Liability policies can be obtained by any combination of primary and excess coverage.
- R. Any self-insured retention on any of the coverages required above must be clearly disclosed on the Subcontractor's Certificate of Insurance and are subject to PEPPER's approval. PEPPER reserves the right to require a proper form of collateral for any self-insured retention.
- S. Upon PEPPER's written request, Subcontractor shall provide to PEPPER copies of all of its insurance policies, including all policy endorsements, as required herein.
- T. Failure of Subcontractor to comply with all insurance requirements set forth in this **Exhibit C** will be deemed a material breach of Subcontractor's obligations under the Subcontract Agreement.
- U. Subcontractor-provided policy terms, limits, and coverages shall equal or exceed any requirements specified in the Contract Documents or required by law, and in no event shall they be less than required herein. If Subcontractor maintains insurance policies with limits greater or coverage broader than the limits and coverage stated above, Subcontractor agrees that such higher limits and broader coverage shall be deemed to be the minimum limits and coverage required under this Subcontract. Subcontractor further agrees that the higher limits and broader coverage shall be available to the **Additional Insureds** on a primary and non-contributory basis.
- V. Certificates of Insurance shall show all limits of liability in U.S. dollars.

Summary of Work-Related Injuries and Illnesses

Year 20__



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
_____	_____	_____	_____
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
_____	_____
(K)	(L)

Injury and Illness Types

Total number of ... (M) _____	
(1) Injuries _____	(4) Poisonings _____
(2) Skin disorders _____	(5) Hearing loss _____
(3) Respiratory conditions _____	(6) All other illnesses _____

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name _____

Street _____

City _____ State _____ ZIP _____

Industry description (e.g., *Manufacture of motor truck trailers*) _____

Standard Industrial Classification (SIC), if known (e.g., 3715) _____

OR _____

North American Industrial Classification (NAICS), if known (e.g., 336212) _____

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees _____

Total hours worked by all employees last year _____

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive _____ Title _____

Phone _____ Date _____

TRADE PARTNER SAFETY HANDBOOK

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1. **INTRODUCTION** - This handbook has been provided to familiarize all Trade Partners ("TRADE PARTNERS" or "Subcontractor") and their Supervisors with the Pepper Construction Company ("PEPPER") safety rules, procedures, and guidelines for preventing jobsite accidents and injuries. It is the responsibility of the TRADE PARTNER to provide their Project Managers and Site Supervisors with a copy of this document. This document does not replace, modify, or supersede the rights and obligations of the parties as set forth in the PEPPER subcontract ("Subcontract"). The TRADE PARTNER is ultimately responsible for the safety of its personnel and third parties that come in contact with the TRADE PARTNER's operations. This handbook is not intended to replace the TRADE PARTNER's policies or to make PEPPER responsible for the Subcontractor's operations.

Some items may exceed OSHA minimum requirements. If OWNER safety requirements apply, the stricter requirement will be followed.

2. **STATUTORY REQUIREMENTS** - Each TRADE PARTNER is expected to be aware of and comply with Federal, State, and Local safety regulations. In addition, each TRADE PARTNER has agreed to hold the Owner and PEPPER harmless for all claims, damages (including legal fees), and/or penalties incurred because of TRADE PARTNER's failure to comply with such regulations.
3. **INSURANCE REQUIREMENTS** - TRADE PARTNERS may not start their work until a valid and acceptable certificate of insurance is on file with PEPPER. This includes a copy being provided to the PEPPER Site Superintendent.
4. **SAFETY PRE-QUALIFICATION** – Each TRADE PARTNER that will have direct employees on the jobsite must be Safety Prequalified by PEPPER. The Safety Prequalification Information online application must be completed and submitted to PEPPER prior to contract award.

5. SAFETY PLANNING & PROGRAMS

- 5.1. The TRADE PARTNER must submit a Project Specific Safety Plan. Templates may be provided by PEPPER upon request. The completed safety plan must be submitted to PEPPER for review prior to the Safety Preinstallation Meeting and the start of work. The plan shall be updated as site conditions warrant and reflect changes in safety procedures that are necessary to maintain a safe jobsite.
- 5.2. Safety Preinstallation Meeting – all TRADE PARTNERS are required to attend a Safety Preinstallation Meeting that must take place before any work starts. The PEPPER Superintendent will schedule the meeting. Required attendees include the TRADE PARTNER full time Site Superintendent/Foreman and the PEPPER Superintendent. The TRADE PARTNER COMPETENT PERSON must be fully aware of this plan and the procedures necessary to eliminate any hazards.
- 5.3. The TRADE PARTNER is required to review the Project Specific Safety Plan with their tradespeople prior to beginning work.

6. **COMPETENT PERSON REQUIREMENT** - The TRADE PARTNER must designate a Competent Person. It is the competent person's responsibility to initiate and maintain an effective safety process at the

jobsite. Each competent person shall have completed the 30-hour OSHA Construction Safety and Health Training course.

7. **TRAINING** - Weekly toolbox talks and daily Task Hazard Analysis (Job Safety Analysis) meetings are required of all TRADE PARTNERS. Documentation of these meetings must be submitted to the PEPPER site Superintendent at least weekly. Project meetings will include Safety as an agenda item and all TRADE PARTNER supervisors are required to attend.
8. **SAFETY ORIENTATION** - TRADE PARTNERS are required to send trades people who are new to the project to the PEPPER orientation before they begin work at the site. PEPPER will conduct the orientation meetings.
9. **INSPECTIONS** - TRADE PARTNERS are required to inspect daily the areas in which their employees are working and immediately report any unsatisfactory or unsafe conditions to the PEPPER site Superintendent.
10. **CONTRACTOR VIOLATIONS** - If unsafe conditions, practices, or procedures are observed, the TRADE PARTNER supervisor will be requested to correct the situation. Failure to adequately correct the condition or refusal to comply or enforce the requirements referenced in this handbook may result in:
 - 10.1. Removal of involved employees from the jobsite;
 - 10.2. Removal of all TRADE PARTNER employees from the jobsite;
 - 10.3. Denial of future bid opportunities with PEPPER.
11. **EMPLOYEE VIOLATIONS** - This procedure is established to provide for the discipline of employees who violate safety rules. Safety rules are written and enforced to provide for a safe and healthful place of employment.
 - 11.1. All TRADE PARTNER Superintendent's and Foremen are responsible for the enforcement of the safety and health program on PEPPER projects. In order to accomplish this, they must ensure that each employee is properly instructed in the use of safety equipment and safe work practices. PEPPER will monitor the safety performance of TRADE PARTNERS working on the jobsite.
 - 11.2. If violations of the statutory PEPPER requirements and/or the Project Specific Safety Plan are observed, the responsible TRADE PARTNER must initiate the disciplinary policy with their employee. The response to a safety violation should be carefully evaluated based on the nature of the safety violation. It is imperative that the TRADE PARTNER Superintendent or Foreman warn employees when they violate a safety rule and remove any employee who refuses to comply with the safety rules from the PEPPER project.
 - 11.3. When an employee is observed violating a safety rule, the tradesperson's employer, and/or PEPPER shall implement the following steps:

- 11.3.1. First offense – written or verbal warning to employee (all written warnings shall be documented using the TRADE PARTNERS Employee Safety Violation Notice or letterhead);
- 11.3.2. Second offense – written warning to employee with a phone call and/or letter to TRADE PARTNER office within 24 hours of violation. Employees shall be prohibited from working on PEPPER projects for 2 working days.
- 11.3.3. Third offense – within any twelve-month period is grounds for immediate removal from the project and prohibition of working on PEPPER projects for one year.
- 11.4. Serious Intentional Violations are defined as violations that may have potentially severe consequences, or place individual(s) in imminent danger. A serious intentional violation may result in immediate dismissal from the project and termination of the employees' ability to work on other PEPPER projects. Examples of serious intentional violations include but are not limited to:
 - 11.4.1. Smoking in non-designated areas;
 - 11.4.2. Possession of alcohol, firearms, and/or illegal drugs;
 - 11.4.3. Fighting or belligerent behavior;
 - 11.4.4. Tampering with emergency equipment;
 - 11.4.5. Working without a valid shutdown notification, hot work permit, or application of a Lockout/Tagout;
 - 11.4.6. Working without proper fall protection, placing a person in imminent danger;
 - 11.4.7. Entering excavations/trenches without appropriate sloping, shoring, or other protective measures, placing a person in imminent danger;
 - 11.4.8. Entering areas designated and marked as "Do Not Enter", placing a person in imminent danger;
 - 11.4.9. Operating equipment without valid licensing or training certification;
 - 11.4.10. Not reporting work related injuries and/or damage to PEPPER equipment or property;
 - 11.4.11. Failure to report and/or correct recognized safety hazards;
 - 11.4.12. Repeated or multiple safety violations of the same nature;
 - 11.4.13. Other acts, which indicate a TRADE PARTNER employee's, disregard toward his/her safety, the safety of others, or neglect of proper care of PEPPER property/equipment.
 - 11.4.14. Falsify what transpired when reporting workplace injuries or death.

- 11.5. TRADE PARTNER Superintendent or Foreman shall review with the employee the details of the safety violation including corrective actions and consequences.
- 11.6. Copies of the Safety Violation shall be forwarded to the PEPPER Superintendent and Safety Director.

12. ACCIDENT REPORTING – Immediately upon being made aware, each TRADE PARTNER will verbally report to the PEPPER site Superintendent, any accident or injury involving TRADE PARTNER employees or the employees of their second-tier TRADE PARTNER(s), damage to property, public or private, general liability or injury to non-employees. Additionally, a copy of each accident report and investigation is to be provided to the PEPPER site Superintendent within 24 hours.

13. MEDICAL FACILITIES - First Aid supplies are available in the PEPPER site Superintendent's trailer or job office. Emergency telephone numbers are also posted at this location. The emergency numbers will include a nearby medical facility.

- 13.1. By law, every TRADE PARTNER must provide a First Aid Kit in their job site office or gang box, provide at least one trained responder certified in First Aid/CPR, and administer care to injured workers.
- 13.2. TRADE PARTNERS shall provide transportation from the job site to the specified doctor's office or clinic. The employer is responsible for transporting the injured worker to the designated medical facility.

14. BLOODBORNE PATHOGENS

- 14.1. Exposure Determination - OSHA requires employers to perform an exposure determination in which employees may incur occupational exposure to blood or other potentially infectious materials. This exposure determination is made without regard to the use of personal protective equipment. (Employees are considered exposed even if they wear personal protective equipment). This exposure determination is required to list all job classifications in which the employees may be expected to incur such occupational exposure, regardless of frequency. The employer is also required to list job classifications in which some employees may have exposure if performing certain tasks or procedures.
- 14.2. Personal Protective Equipment - All personal protective equipment used at this project, for protection of bloodborne pathogens, will be provided without cost to employees by their employer. Personal Protective Equipment (PPE) will be chosen based on the reasonable likelihood of any possible exposure to blood or other infectious materials.
- 14.3. Hepatitis B Vaccine
 - 14.3.1. All employees who have been identified as having possible exposure to blood or other potentially infectious materials will be offered the Hepatitis B vaccine at no cost to the employee by their employer. The vaccine will be offered within 10 days of initial assignment involving potential exposure. Employees who decline the

Hepatitis B vaccine must sign a waiver. Employees who initially decline the vaccine but who later wish to have it will be provided the vaccine at no cost.

- 14.3.2. Employees who perform first aid only on an emergency basis, he/she will be offered the Hepatitis B vaccine. In the event emergency first aid has been rendered, and responder has possible exposure to blood or other infectious materials, he/she will be offered the Hepatitis B vaccine at no cost to the employee by their employer. If he/she declines the Hepatitis B vaccine, he/she will sign a waiver.

15. CONCRETE/MASONRY CORING & CUTTING – If the TRADE PARTNER scope of work includes core drilling or sawing in concrete slabs and/or concrete/masonry walls, the TRADE PARTNER is required to use Ground Penetrating Radar or other suitable technology to define areas where it is safe to drill or cut in order to avoid damaging rebar, post-tension cables, electrical conduit or the like.

16. CONCRETE PUMP TRUCKS – The TRADE PARTNER responsible for that equipment on site is the “Controlling Entity” for that activity and must verify that ground conditions are stable and that outrigger bearing pressures can be safely met. The TRADE PARTNER responsible for that work must establish a safe travel path of equipment, outrigger locations and ensure that no hazards such as overhead or underground utilities or vaults or structures exist.

17. CONFINED SPACE ENTRY - All employees must be protected from hazards associated with confined space entry. No employee shall be permitted to enter a confined space that has not first been monitored to ensure sufficient oxygen levels exist, toxic gas levels are below OSHA Permissible Exposure Limits (PEL), and combustible gases are below the Lower Flammable Limits (LEL). All work with exposure to confined spaces must be completed in accordance with OSHA 1926 Subpart AA.

18. CONTRABAND & FIREARMS – The following items shall be considered contraband - stolen property, firearms, weapons, explosives, and any other hazardous substances and are strictly prohibited on any PEPPER jobsite. Persons or employees found to be using or in possession of OR concealing any of the above-unauthorized items will be permanently removed from the jobsite.

19. UTILITY AND CRITICAL SYSTEMS SHUTDOWN- Utility Shutdowns and Critical System Service must be scheduled 10 calendar days before commencement of the work or as specified by client/project team. This work may result in a curtailment of owner’s services and operations must be accomplished at the owners required schedule. The PEPPER Superintendent in conjunction with the owner Project Manager/Facilities representative shall coordinate all shutdown requests.

All utility or system connections, shut-off, or interruptions must be scheduled with PEPPER before commencement of the work.

19.1. Valves and other shutdowns shall be located before work begins.

19.2. Contingency plans shall be developed in the event of critical system interruption.

- 19.3. All Critical Systems shall be identified before the start of demolition. Lines shall be painted or flagged to indicate their presence.

20. CRANES

- 20.1. All operators of mobile, boom truck, lattice boom, telescopic boom (Hydro) and tower cranes, shall maintain a valid certification card issued by the Operating Engineers Certification Program (OECF), the National Commission for the Certification of Crane Operators (NCCCO) or a company program reviewed by an outside auditor. The certification must be specific to the type of crane being operated. Certifications must be current and in good standing. Certifications must be available for verification by PEPPER at any time while the operator is on site.
- 20.2. The TRADE PARTNER responsible for crane work on site must verify that ground conditions are stable and outrigger bearing pressures imposed can be safely met. The TRADE PARTNER responsible for that work must establish and plan a travel path for the equipment, determine outrigger locations and ensure that no hazards such as overhead or underground utilities or vaults or structure exist. The TRADE PARTNER must perform these inspections and notify PEPPER prior to any lift or pick taking place.
- 20.3. Crane appurtenances that exceed 200' above the ground or within 20,000 feet of an airport shall be marked and lighted, unless an exemption is received from the FAA. Contractors erecting the crane must review and complete FAA Form 7460 as required. See [Notice of Proposed Construction or Alteration \(faa.gov\)](#)
- 20.4. Annual inspection is required, and a copy provided to PEPPER upon request.
- 20.5. Tower Cranes must be inspected by a Third-Party Qualified Person after erecting, climbing, jumping, de-jumping and/or dismantling activities. Additionally, a Registered Professional Engineer must verify that the host structure is strong enough to withstand forces imposed on it by braces, anchorages, and supporting floors. A written copy of this inspection must be provided to PEPPER upon request.
- 20.6. All signal persons and riggers must have certified training. Certifications must be current and in good standing. Certifications must be available for verification by PEPPER at any time while the operator is on site.
- 20.7. Tag lines or guide ropes shall be used to control all loads.
- 20.8. Equipment operators and truck drivers must not operate closer than recommended minimum clearance distances from overhead or underground electrical wires. If work is required near these utilities, the TRADE PARTNER must consult with the PEPPER site Superintendent about alternative action plans.

- 21. NON-CRANE HOISTING**– When using equipment such as but not limited to pulley, winches, come-a-longs, forklifts and gantry systems, the hoisting system must be designed and engineered to be used in such a manner. The hoisting system includes all hoisting equipment and components, anchor points,

attachment points and rigging. Documentation, including the weight of objects being hoisted and capacity of each hoisting component and hoisting system as a whole, must be provided to PEPPER prior to hoisting.

22. DRONE USAGE - If the usage of an aerial drone is required by any TRADE PARTNER/vendor on any PEPPER project sites, the TRADE PARTNERS/vendors must contact the PEPPER Safety Director for consultation with the PCG Legal Department prior to use and to ensure that the TRADE PARTNER meets requirements as outlined in FAA's Small UAS (Unmanned Aircraft Systems) Rule (Part 107).

23. DEMOLITION - Demolition of existing electrical, plumbing, and/or mechanical must not commence without the following steps.

- 23.1. The utility must be identified and marked by the trade responsible for that utility.
- 23.2. Markings will be placed at 4ft (max) intervals and be color-coded that signify the following:
 - 23.2.1. Green – Safe to Cut and Remove
 - 23.2.2. Red or not color coded Do Not Cut or Remove – Stop Work and contact PEPPER supervision.
- 23.3. Surveying tape for color coding/flagging of the 'to be removed' materials and mechanicals shall be used.

24. DRUG & ALCOHOL POLICY

- 24.1. All illegal and unauthorized substances, drugs, look-alike drugs, synthetic drugs, alcoholic beverages, and drug paraphernalia are strictly prohibited on PEPPER jobsites.
- 24.2. Persons or TRADE PARTNER employees found to be using or in possession of, or concealing of any of the above items, will not be allowed on the PEPPER jobsite.
- 24.3. Any employee of the TRADE PARTNER, suspected to be under the influence of drugs or alcohol, will be referred to their supervisor to determine their compliance to this Drug & Alcohol Policy and further disposition of the employee.
- 24.4. All employees, their vehicles, and personal property are subject to search and inspection, before entering or departing a PEPPER job site.
- 24.5. PEPPER has adopted a "Zero Tolerance" policy regarding drug or alcohol usage. Drug or alcohol use during the work shift is prohibited (This includes breaks and lunch).

25. ELECTRICAL

- 25.1. TRADE PARTNERS are responsible for maintenance of their extension cords, electrical tools, and equipment. Defective extension cords & equipment shall be removed from service immediately. OSHA requires daily inspection of extension cords, tool cords, and equipment cords.
- 25.2. TRADE PARTNERS must always use GFCI's, even if using permanent building power.

- 25.3. Temporary Power Installation - Temporary electrical power, such as receptacle and lighting wire, may not be installed on PEPPER sites as open conductors. Open conductors are copper conductors covered with one layer of insulating material. Temporary wiring connections must be contained within a junction box with a cover and properly secured to prevent movement. Temporary electrical service conductors, unless installed in metallic raceways, must utilize flexible cords and cables which carry the trade name "HARD SERVICE" or "JUNIOR HARD SERVICE", as defined in the 2002 edition of the NEC/Article 400/Table 400.4. Non-Metallic Sheathed cable (Romex) is not permitted.
- 25.4. Electrical extension cord use:
- 25.4.1. All cords shall be designed for hard or extra hard usage. (Not less than 12-gauge conductors.)
 - 25.4.2. Contractors shall identify all extension cords with a tag or be imprinted identifying the contractor company name.
 - 25.4.3. All extension cords and portable equipment shall be inspected prior to each use.
 - 25.4.4. Any damaged or defective cord or tool shall not be used. Any worn, frayed or damaged extension cords shall be removed from service. Damaged extension cords may not be repaired and put back into use.
 - 25.4.5. Extension cords shall be placed so they do not cause slip, trip or fall hazards. Where cord sets have the potential to be damaged or where sets pose an unsafe condition, cords shall be suspended at a minimum of 8' above the work area or otherwise protected from damage. Means used to protect cords from damage shall not create a slip, trip, or fall hazard to workers as well as the public. Circumstances in which carts, aerial/scissor lifts, workers, or the public must traverse over cord sets the protection must protect the cord from damage as well as prevent a slip/trip fall hazard.
 - 25.4.6. End of Day Roll-Up: Each contractor and/or TRADE PARTNER is responsible for disconnecting all extension cords from electrical sources at the end of the day or working shift with exception of cords used for running essential equipment such as pumps and battery chargers. All extension cords shall be "rolled up" and stored at appropriate storage areas such as (gang boxes, material storage areas etc.).
- 25.5. Energized parts must be guarded per OSHA 1926 Subpart K.
- 25.5.1. The permanent or an acceptable temporary cover must be provided. Non-conductive material is acceptable for temporary covers. However, cardboard is an unacceptable temporary cover.
 - 25.5.2. All temporary covers must have a positive fastening device to secure it to the panel. Magnetic temporary covers may only be used during the work shift for guarding if the personnel responsible for the open panels are required to leave the

immediate area. Magnetic covers may not be used overnight or if tradesmen will not be present for the next shift.

- 25.5.3. It is acceptable to leave a panel open if the area that contains the panel is secured or isolated per the requirements of OSHA 1926.403 (i)(2).
 - 25.5.4. All energized devices, such as light switches and electrical outlets, shall have non-conductive and positively secured covers in place. If devices are not energized, covers are not required per PEPPER or OSHA requirements. The use of electrical tape as a substitute for covers is not permitted. If covers must be removed for the purpose(s) of drywall finishing, painting, wall covering installation or other types of work, all energized devices shall be de-energized and locked out/tagged out by a qualified person prior to cover removal.
- 25.6. Any employee who may be working on or near (within 10') live electrical parts shall be qualified as explained in OSHA 1910 Subpart S. Live parts to which an employee might be exposed shall be put into an electrically safe work condition before an employee works on or near them, unless the employer can demonstrate that de-energizing introduces additional or increased hazards or is infeasible due to equipment design or operational limitations.
- 25.6.1. Examples of increased or additional hazards include, but are not limited to, interruption of life support equipment, deactivation of emergency alarm systems, and shutdown of hazardous location ventilation equipment or removal of illumination for an area.
 - 25.6.2. Examples of work that may be performed on or near exposed energized electrical conductors or circuit parts because of infeasibility due to equipment design or operational limitations include performing testing or trouble shooting of electrical circuits that can only be performed with the circuit energized and work on circuits that form an integral part of a continuous process that would otherwise need to be completely shut down in order to permit work on one circuit or piece of equipment.
- 25.7. If the live parts cannot be placed in an electrically safe work condition, other safety related work practices shall be used to protect employees who might be exposed to the electrical hazards involved. Such work practices shall protect each employee from arc flash and from contact with live parts directly with any part of the body or indirectly through some other conductive object.
- 25.8. It is the goal of PEPPER to achieve 100% lockout/tagout when working on all systems that have the potential to become energized. If it is determined that lockout/tagout can't be achieved, the TRADE PARTNER must implement an energized work safety policy. If this policy must be implemented, immediate notification of the PEPPER Superintendent shall occur prior to initiating the work.

- 25.9. Lockout/Tagout Procedures shall be followed when work is to be performed on de-energized equipment. TRADE PARTNERS are required to develop and implement a written energy control or lockout/tagout program and maintain onsite and make available upon request.

26. EXCAVATIONS

- 26.1. At any time, a TRADE PARTNER-controlled employee is involved in the creation of, or working in, any trench or excavation, that TRADE PARTNER must provide an on-site COMPETENT PERSON who has certification of excavation task specific training. This documentation must be provided to the PEPPER site Superintendent upon request.
- 26.2. TRADE PARTNER Tradesmen Task Hazard Analysis - TRADE PARTNERS shall perform a Task Hazard Analysis for each trenching and excavating activity. If more than one activity occurs in a shift, additional THA's shall be performed. Agenda shall include:
- 26.2.1. Work scope.
 - 26.2.2. Known overhead and underground utility locations and applicable private and public locate markings,
 - 26.2.3. Requirement that limits machine excavating, digging or auguring up to a 3-ft. limit on either side of the utility markings.
 - 26.2.4. Requirement that all located utility crossing points are exposed by day lighting procedures with vacuum truck or hand excavate. Must have EYES ON buried utilities before continuing to machine dig.
- 26.3. TRADE PARTNERS are required to install and maintain barricades around excavations/trenches to protect pedestrian and vehicular traffic from entering.
- 26.4. Equipment operators and truck drivers must not operate closer than recommended minimum clearance distances from overhead or underground electrical wires. If work is required near these utilities, the TRADE PARTNER must consult with the PEPPER site Superintendent about alternative action plans.
- 26.5. The excavation must be sloped or benched per OSHA standards, shored and /or safeguarded through the use of a trench box or other engineered earth retention device(s) when excavation reaches five (5) feet or greater in depth. Protection against cave-in at a depth of less than five (5) feet may be required if the COMPETENT PERSON determines that soil or other conditions warrant such protection.
- 26.6. The TRADE PARTNER performing excavation work shall complete a daily excavation permit and meet with the PEPPER Superintendent before work starts at the beginning of each shift.

27. GROUND PENETRATION and UTILITY PLAN (GPUP) - Our goal is to eliminate underground utility damage incidents on our projects. We have developed a procedure to identify possible conflicts to avoid underground utility damage. The following is a summary of the steps to be taken:

- 27.1. Internal PEPPER Project Team Meeting - This meeting includes the project team, safety and technical services. The purpose is to understand the extent of underground utility work and excavations on the project. The team will determine how each step will be implemented and responsibilities will be assigned. Meeting notes shall be documented.
- 27.2. Obtain Public and Private Locating Services - Public and private utility locating services shall locate underground utilities. Dig # must be obtained by excavating contractors. Keep paint markings fresh if they disappear. Work may not start until the dig numbers have been submitted to the PEPPER site Superintendent. Enhancement: Have ICS surveyor transfer locates to a drawing and provide to ICS modeling lead.
- 27.3. Excavation Kick-off Meeting - Full team meeting including all underground contractors, excavation contractor, municipal utility representatives, owner representative (if applicable) and PEPPER team. The pothole plan will be created at this time. The description of work, permit requirements and location of known utilities shall be discussed, and notes shall be documented.
- 27.4. Perform Potholing - Pothole based on the pothole plan created during the kick-off meeting. When potholing, the entire width of the utility shall be exposed and documented. Sight tubes shall be installed. Anywhere new and existing utilities cross must be verified. Potholing may only be completed by hydro excavating or hand digging.
- 27.5. Document Location of Existing Utilities - Once utilities are visually identified, their locations must be documented on a drawing or other document. This document shall be posted in the jobsite trailer and/or provided to operators. Enhancement - Create a 3D model of existing utilities and overlay the model with project building models for coordination and constructability review.
- 27.6. Hand or Hydro Excavate within 3' and above Existing Utilities - No machine digging shall be performed within 3' of either side of a utility OR above the utility until potholing is complete. The PEPPER superintendent, or his/her assigned competent observer, shall observe the potholing process. No other duties will be assigned to this observer during the hand digging process. Machine digging above any utility is forbidden.
- 27.7. Document Newly Installed Utilities - As new utilities are installed, their location must be documented and the utility drawing updated. Site tubes should be installed when possible upon backfilling. Enhancement - if a 3D model was created, update the model periodically with the new utilities location.
- 27.8. Provide Accurate As-Builts - After all utilities are installed, an accurate as-built will be provided to PEPPER. The TRADE PARTNER will capture and provide this information. As utilities are installed, their locations shall be documented on the same document as referenced above.
- 27.9. The TRADE PARTNER must initiate a Ground Penetration permit with the PEPPER Superintendent prior to conducting ground penetration activities daily. The permit shall be

completed by the person responsible for ground penetration operations, for example, equipment operators and laborers hand digging.

- 27.10. Install sight tubes - Where possible and at the direction of the Pepper site Superintendent, sight tubes shall be installed over located and newly installed underground utilities. Examples of sight tube locations are: change in direction, change in elevation and intersections of future utilities. Sight tube requirements:

27.10.1. Minimum 4" diameter PVC on top of the utility

27.10.2. Prevent water and debris from entering the sight tube

27.10.3. Identify the utility type, size and depth on the sight tube

27.10.4. Backfill around tube

27.10.5. If the sight tube has the potential to damage the utility (i.e. ground traffic), coordinate with the Pepper site Superintendent

28. FALL PROTECTION

- 28.1. A fall protection program is designed to provide the required methods to prevent employees from exposure to or suffering an injury due to a fall from an elevation. Due to the extreme severity of fall related injuries, TRADE PARTNERS must exercise every precaution. The use of fall protection systems and equipment is required on all PEPPER jobsites. Any employee found to be in violation of PEPPER Fall Protection requirements is subject to immediate removal from the jobsite. A "Fall Protection System" is defined as some engineered, physical means or methods that are designed to eliminate a fall exposure to employees. Under OSHA 1926 Subpart M, it is required to provide "Guard Rail Systems, Safety Net Systems or Personal Fall Arrest Systems." General Requirement: Fall protection is required whenever employees are exposed to falls of six (6) feet or greater, to a lower level.

- 28.2. OSHA 1926 Subpart M states that there may be work activities that qualify for an exception to the six (6) foot rule. However, it continues to state, "There is a presumption that it is feasible and will not create a greater danger to implement at least one of the above referenced systems." PEPPER supports this presumption of feasibility. It has been demonstrated that effective fall protection can be provided for many concrete leading-edge operations, pre-cast plank and double-T erection, and low sloped (4 in 12 or less) roofing operations. It is required that the appropriate fall protection systems be provided. This must be addressed in the Site-Specific Safety Plan that each TRADE PARTNER is contractually required to provide to PEPPER.

28.2.1. Concrete Leading-Edge Operations - Engineered fall protection systems must be used to minimize fall exposures.

28.2.2. Roofing Work on Low-slope Roofs – A Fall Protection System (warning line, personal fall arrest system and/or guardrail system) is required for all low sloped (4 in 12 or less) roofing operations when the fall distance exceeds six (6) feet.

Safety monitors are not a permissible fall protection system. If a warning line system is used, it must comply with 1926.502(f). In addition, any employee engaged in the installation of sheet metal materials (including but not limited to flashing, coping caps, etc.) must use a Fall Protection System. Skylights shall be considered the same as a roof opening/hole and protected as such.

- 28.2.3. Non-Roofing Work on Low Sloped Roofs - Other trade tasks unrelated to roofing work must utilize a fall protection system (warning line, personal fall arrest system and/or guardrail system). If a warning line system is selected, it must comply with 1926.502(f). However, for non-roofing work, the warning line system must be established a minimum of fifteen (15) feet from unprotected sides or edges, skylights and roof openings/holes. A barricaded path must be established and maintained from the point of access to the warning line system. Any employee outside the warning line system must utilize a personal fall arrest system and/or guardrail system.

- 28.2.3.1. Warning lines systems must be continuously maintained to ensure compliance with 1926.502(f).

- 28.2.4. Steel Erection – All steel erection activities (erectors, connectors, and decker's) are contractually required by PEPPER, to include 100% fall protection when fall hazard is six (6) feet or greater.

- 28.2.4.1. The TRADE PARTNER (fabricator and their erector) is required to submit in writing a detailed plan of all fall protection to be used on the project. This includes a detailed analysis of all fall hazards greater than six feet. The plan shall include a detailed description of the specific personal fall arrest systems to be used including manufacturers and/or engineered designs, limitations of use, and the minimum clearance distance required for the system to prevent the worker from striking the floor/deck below. Systems that do not prevent contact with the surface below will not be permitted.

- 28.2.4.2. PEPPER further requires that decking be installed every two stories or thirty - (30) feet, whichever is less, before erecting additional levels.

- 28.2.4.3. Any exceptions based on feasibility or constructability constraints must have the written approval of the PEPPER Safety Department, Project Manager and site Superintendent.

- 28.2.4.4. Working floors to be considered "controlled access" areas for ironworkers and decker's only until the floor has achieved 100% fall protection unless personal fall protection systems are utilized. All openings to be covered and/or cabled before access by other trades.

- 28.2.4.5. Cable must not deflect more than 2 in. when a 200-lb. force is applied. If a 2-in. deflection is exceeded additional intermediate supports must be provided. Maximum 2-in. deflection must be maintainable. Maximum distance between supports is 15 feet. Bracing/Kickers shall be provided at corner stanchions to maintain plumb when cables are pulled tight.
- 28.2.4.6. Roof levels must be protected with a Perimeter Guardrail System (top rail and mid- rail). PEPPER must approve variations due to job conditions of this requirement.
- 28.2.4.7. Overhead protection – On multi-story steel erection projects, a minimum of two decked floors one of which must be poured shall be in place between the erector's raising gang and trades below whose work is unrelated to the steel erection process.
- 28.2.4.8. 12 ft. Rated Lanyards: 12 ft. rated double hook or (Y) lanyards will be required when employees are tying off at their feet and/or when circumstances exist where the free fall distance prior to the lanyard engaging is beyond or exceeds six feet (6 ft.).
- 28.2.4.9. When personal fall arrest is used during steel erection and metal decking, lanyards must be approved for Leading Edge use (Class 2 SRD).
- 28.2.5. Masonry Fall Protection (Overhand Operations) - A Fall Protection System must be provided to all workers exposed to a six (6) foot or greater fall hazard. Therefore, the OSHA 1926 Subpart M fall protection exception does not apply to overhand bricklaying operations on PEPPER projects. The fall protection system used will be determined by the masonry contractor's competent person. This includes those engaged in overhand work including the laying of brick, block, and related materials, striking, and brushing joints. In relation to operations included in OSHA 1926 Subpart L, Scaffolding, all regulations shall be followed.
- 28.2.6. Floor Openings & Perimeter Protection – Guardrail systems are provided at the perimeter, stairway openings, and shaft openings.
 - 28.2.6.1. A guardrail system is defined as a toprail @ 42", a midrail @ 21", and includes a toeboard.
 - 28.2.6.2. Hole covers must be installed and maintained by the contractor that created the hole. If a hole cover is removed by another trade, that contractor or trade assumes responsibility to cover and maintain that hole.
 - 28.2.6.3. Hole covers shall be designed to withstand twice the weight of workers, equipment, and materials. Floor covers must be raised or suitably

barricaded to prevent overloading from mobile equipment such as scissors and boom lifts.

28.2.6.4. Covers shall be secured against displacement horizontally and vertically.

28.2.6.5. All covers shall be marked with the words "HOLE", "FLOOR OPENING", OR "DO NOT REMOVE."

28.2.6.6. All floor covers must be sealed to the floor with watertight sealant if the release of liquid could cause damage to the space(s) below.

28.2.6.7. If a TRADE PARTNER finds it necessary to remove a guardrail system, an authorized PEPPER representative must be notified, and the removal and replacement of the protective device is to be coordinated with them. This procedure is critical in assuring that these systems maintain their required protective designs.

28.2.6.8. Should a TRADE PARTNER damage any protective system, they must notify an authorized PEPPER supervisor immediately. Do not remove or repair these systems without notifying PEPPER. Whenever guardrail systems or covers are removed, employees must be protected with appropriate fall protection systems. Failure to replace protective systems, may subject the responsible employee to removal from the jobsite. Further, failure to replace protective system will result in PEPPER performing this work and the cost for this activity will not be negotiable, based on the Subcontract with the respective firm.

28.3. Leading Edge rated lanyards – leading edge rated lanyards (Class 2) will be required when an employee's anchor point is below the employee's dorsal D-Ring, and in the case of a fall, the lanyard would contact sharp edge, such as, but not limited to, steel, metal decking and concrete.

28.4. Rope Grabs are to be used in a vertical orientation only and not to be used as fall protection for leading edge conditions.

29. FALLING OBJECTS PREVENTION– Personal fall protection has long been the #1 priority in construction for good reason, as falls from height remain the most frequent cause of construction worker fatalities. Recently, a new type of fall protection is gaining momentum, falling object protection, due to the number of injuries and fatalities resulting from dropped or falling objects. When objects (tools, material, etc.) have the potential to drop to a lower level, some type of preventative measure must be taken. Examples of preventative measures include but are not limited to:

- 29.1. Controlled Access Zone – a physical barrier to prevent access to area(s) below overhead work.
- 29.2. Tool tethers – Tethers must be specifically designed for the sole purpose of preventing tools from being dropped. Job made products are not permitted.
- 29.3. Spotter – a person, designated as a spotter, must be positioned to prevent unauthorized access below overhead work. This person shall have no other duty while designated as a spotter. If the spotter must leave the area, the overhead work must cease.

30. FIRE PROTECTION

- 30.1. Good housekeeping practices are the singularly most important element of fire protection. Combustible materials must be placed in trash receptacles and removed by the TRADE PARTNER performing the work from the project in a timely fashion.
- 30.2. When portable heaters are used, make certain they are placed well away from the combustible materials (both side to side and above and below.)
- 30.3. Temporary heaters will be checked for correct operation prior to being put into service each day.
- 30.4. Fire extinguisher shall be placed in conspicuous areas and be accompanied with proper signage.
 - 30.4.1. All fire extinguishers shall be placed in boxes or on stands painted red, or hung on walls with red backboards at approximately 48" height. No fire extinguisher may be allowed to rest on bare ground.
 - 30.4.2. One portable dry chemical fire extinguisher not rated less than 20lb ABC to be provided within five (5) feet of wherever gasoline operated equipment is being used.
 - 30.4.3. Fire extinguishers are not to be tampered with or removed from assigned locations (except for emergency use). If discharged for any reason, the fire extinguisher must be replaced or recharged immediately.
- 30.5. Procedures to be followed in the event of a fire should be rehearsed regularly.
- 30.6. Hot Work Operations - In occupied buildings or at the discretion of the PEPPER Superintendent a Hot Work Permit is required for operations or activities involving an open flame or work which may produce sparks or smoke including but not limited to: welding, torch cutting, soldering, grinding, chop saw use and open flames.
 - 30.6.1. Permits are valid for only the date, shift, and location indicated.
 - 30.6.2. It is the responsibility of the TRADE PARTNER to provide adequate fire extinguishers in the work area. One portable dry chemical fire extinguisher not rated less than 20lb ABC to be provided within twenty-five (25) feet of work.

- 30.6.3. A fire watch shall be maintained whenever welding, cutting, or spark producing operations take place and there is a threat of fire.
- 30.6.4. A properly trained fire watch shall be provided and shall have no additional duties.
- 30.6.5. Fire watch shall be continued for a minimum of (40) minutes after hot work has been completed. Procedures may vary by exposure.
- 30.6.6. The Hot Work Permit must be submitted to an authorized PEPPER representative. The PEPPER site Superintendent may designate an authorized person for this purpose. All guidelines contained within that Hot Work Permit must be followed.
- 30.6.7. Asphalt/Pitch kettles are covered by the Hot Work Permit Program. Tar Pots are always required to be attended. Under no circumstances shall “tar pots” be located closer than 35 feet to any combustible storage area.
- 30.7. Flammable Storage/Use
 - 30.7.1. Gasoline and other flammables must be kept in an approved metal safety can (approved by a nationally recognized testing laboratory) for the handling and use of flammable liquids. Further, a safety can, by definition, is a container with a capacity of 5 gallons or less and equipped with a spring-closing lid and spout cover, a means to relieve internal pressure, and flash-arresting screen. The limits of quantities stored must meet local, state, and/or federal regulations. Plastic gas cans are prohibited. Flammables must be stored in properly labeled containers (HAZCOM requirement). It is the responsibility of the TRADE PARTNER to provide adequate fire extinguishers. Smoking is strictly forbidden in areas where flammables are stored or used. “NO SMOKING” signs must be posted and obeyed.
 - 30.7.2. Bulk storage fuel tanks are not permitted on PEPPER projects without permission.
 - 30.7.3. Portable fuel tanks will be installed in accordance with federal, state and local requirements. It is the Contractor's responsibility to secure all required permits and provide proof of same.
 - 30.7.4. Flammable liquids shall be stored outside, away from buildings, in a safe and secure location in standard approved storage containers or tanks.
 - 30.7.5. No flammables may be stored inside tool trailers, job toolboxes or other closed locations.
 - 30.7.6. Storage of fuel gas cylinders shall be outside in an area approved by PEPPER.
 - 30.7.7. Portable tanks not to be nearer than 20 feet from any building. Portable fuel tanks/containers are not allowed inside the building under any circumstances.
 - 30.7.8. At least one portable fire extinguisher having a rating of not less than 20-B units shall be located not less than 25 feet, nor more than 75 feet, from any flammable liquid storage area located outside.

- 30.7.9. Fueling and refueling operations for equipment, whether gasoline or diesel, shall be done outside of the building, no closer than 35' from the building.
- 30.7.10. Liquefied Petroleum Gas (L-P Gas) - Storage of L-P gas cylinders within buildings is strictly prohibited. L-P gas containers, when in use, must stand on a substantially level, firm surface and secured in an upright position to prohibit falling, tipping or toppling of containers. Heating equipment must be located at least 6 feet from L-P gas containers and the heat directed away from the containers.

31. HAZARD COMMUNICATION

- 31.1. In accordance with PEPPER's Hazard Communication Program, all hazardous material containers must be properly labeled. Every TRADE PARTNER must supply a Safety Data Sheet (SDS) to the PEPPER site Superintendent at least seven (7) days before introducing a hazardous material to the jobsite. A list of the hazardous materials used on the jobsite by the TRADE PARTNER will be maintained in the TRADE PARTNER's file. An additional set will be maintained in PEPPER's site job file.
- 31.2. The TRADE PARTNER must maintain their written HAZCOM Program at the jobsite, along with the training program utilized for their employees. Revision to this program must be provided when requested by the PEPPER Site Superintendent or Safety Department.
- 31.3. The SDS must be maintained on the job site. A copy of the PEPPER HAZCOM Program may be obtained from PEPPER upon written request.
- 31.4. All chemicals on site will be stored in their original or approved containers with a proper label attached. Any container not properly labeled should be given to the Contractor Supervisor for labeling or proper disposal.
 - 31.4.1. Immediate use means that the hazardous chemical will be under the control of and used only by the person who transfers it from a labeled container and only within the work shift in which it is transferred.

32. HOUSEKEEPING

- 32.1. Our policy is "nothing hits the floor". All work operations shall be provided with appropriate trash receptacles for debris, scrap, cutoffs and packaging. All debris, especially combustible scraps and debris must be cleared from the building and work areas daily.
- 32.2. Daily housekeeping by each TRADE PARTNER is essential for maintaining a safe job site. TRADE PARTNERS are responsible for housekeeping procedures in their respective work areas. The working definition for Daily Housekeeping at PEPPER is as follows:
 - 32.2.1. All debris, especially combustible scraps and debris must be cleared from the building and work areas daily.
 - 32.2.2. Nails, wire ties, and other accessories shall be promptly removed from lumber or any other used lumber at the time of stripping or dismantling. If it is not practical

to remove or bend nails in used lumber to avoid tripping hazards and nail traps, the lumber must be stacked for cleaning and re-use. Lumber must not be scattered.

- 32.2.3. The work site, especially stairways and walkways, shall be kept clear of obstructions that may create tripping or other hazards.
 - 32.2.4. Tools must be stored in toolboxes. If laid aside temporarily, the tools must be placed where they will not present a hazard. Tools must not be placed in a position to fall on someone at a lower level.
 - 32.2.5. All construction materials and supplies stored neatly in designated areas.
 - 32.2.6. Floors shall be swept daily using wax based sweeping compound to remove accumulated construction dust.
 - 32.2.7. All materials shall be stored on carts, pallets or the like to allow movement and better organization and containment of such materials.
- 32.3. TRADE PARTNER failure to maintain their work areas as required or directed will result in PEPPER performing this clean-up. The cost for this activity will not be negotiable, based on our Subcontract with the respective firm.

33. INDOOR AIR QUALITY - In General the use of gas-powered equipment is prohibited within the building structure. If no other feasible option, the contractor using said gas powered equipment must provide safeguards: such as, continuous CO air monitoring for the duration of the work in that same area, installation of scrubbers on the equipment used, local ventilation, or scheduling off hours. All Federal and Local requirements must be followed.

34. LADDERS - Our goal is to reduce the risk posed by using ladders to access work at height by reducing the overall percentage of work completed using ladders. This involves Identifying alternatives to ladder use for work scopes at the planning phase. Alternatives to ladders include scissor lifts, man lifts, and scaffolds.

When ladders are determined to be the best option the following requirements apply:

- 34.1. All ladders must be used in strict accordance with the manufacturers and ANSI requirements.
- 34.2. Step and extension ladders shall be constructed of fiberglass and rated Type IA, IAA or IAAA. Wood and metal ladders are prohibited.
- 34.3. Whether using portable, fixed, or job-made ladders, proper safety precautions must always be followed. Employees must always ascend or descend a ladder with three (3) points of contact.
- 34.4. TRADE PARTNERS must inspect their ladders daily; broken or damaged ladders will be removed from service immediately and destroyed.

- 34.5. Extension ladders cannot be separated for use as single units. Extension or straight single ladders must be properly secured at the top and if possible, the bottom. A minimum of thirty-six (36) inches is required above the top access point of an extension or straight ladder.
- 34.6. Documentation of ladder safety training must be provided at the request of the PEPPER site Superintendent.
- 34.7. For work from ladders near an exposed edge or perimeter of the building or structure, where a worker could fall off the ladder and over the guardrail system, a positive means of fall protection, such as but not limited to personal fall arrest systems (PFAS), will be employed.

35. MASONRY CONSTRUCTION

- 35.1. A Limited Access Zone shall be established whenever a freestanding masonry wall is being constructed.
- 35.2. The Limited Access Zone shall be established before the start of the wall construction, equal to the height of the wall to be constructed plus four feet, run the entire length of the wall, and established on the side of the wall that will not have scaffold installed.
- 35.3. Limited Access Zone entry is restricted to employees who are actively engaged in the construction of the wall. No other employees shall be permitted to enter the zone.
- 35.4. The Limited Access Zone shall remain in place until the wall is adequately supported to prevent overturning. OSHA considers bracing as adequate support.
- 35.5. An engineered bracing design shall be used for all freestanding masonry walls over eight (8) feet in height to prevent overturning and collapse. Bracing shall remain in place until permanent supporting elements of the structure are in place.
- 35.6. All block and brick cutting activities that create the potential for respirable crystalline silica dust exposure shall use water as an engineering control. If it is determined by PEPPER that water cannot be used, all exposed employees shall wear approved respirators and the operation shall be in an area where non-protected employees and the general public are not exposed to silica containing dust.

36. MATERIAL HANDLING

- 36.1. Materials shall not be stored outside of designated construction areas.
- 36.2. Sheet materials (ex: drywall, plywood, oriented strand board, hardboard, fiberboard, overlay plywood) and doors shall not be stored on edge or on drywall carts.
- 36.3. Loading of drywall carts shall be limited to the manufacturers rated weight capacity.
- 36.4. Metal banding shall not be used for concrete formwork. Acceptable means include poly or nylon.

36.5. Material Handling for Multi-Story Structures

- 36.5.1. The practice of swinging or pulling a suspended load into a building by any method is strictly prohibited. This practice places employees, equipment, and the structure at substantial and unnecessary risk. This operation must be analyzed in the site-specific safety plan.
- 36.5.2. Proper loading systems including, but not limited to, are: material/man hoists, platform lifts, landing platforms or lookouts.
- 36.5.3. If guardrails are removed on landing platforms, lookouts or hoists, personal fall protection must be provided for exposed employees. Additionally, if guardrails are removed, flagging must be installed to warn of fall hazard or unprotected edge condition. TRADE PARTNER who removed guardrails shall reinstall guardrails upon completion of material handling activities.

36.6. Free-Rigging is prohibited: Free rigging is the direct attachment to or placement of rigging equipment (slings, shackles, rings, etc.) onto the tines of a powered industrial truck for a below-the-tines lift. This type of lift does not use an approved lifting attachment.

36.7. Personnel are strictly forbidden from riding on material hoisting equipment at any time.

37. MOTORIZED EQUIPMENT

- 37.1. All motorized equipment that has limited or obstructed view by the operator during reverse or backing up movement, must have a back-up alarm installed and operating. This includes skid steer equipment.
- 37.2. All operators of motorized equipment/machinery must wear seatbelts if said equipment has been manufactured with one.
- 37.3. All equipment operators must shut down their engines during the refueling process. Fire extinguisher(s) must be readily available during refueling, located within twenty-five (25) feet of lateral distance.
- 37.4. Only authorized person's licensed and certified as required by local, state or federal mandates, shall operate machinery, equipment, tools or vehicles.
- 37.5. No riders on machinery or equipment without proper seating accommodations. Riders in trucks are to be seated, in a seat while the vehicle is moving. No workers may be transported in the back of a pick-up truck AT ANY TIME.
- 37.6. All mobile machinery must have operable backup alarms and/or flashing strobe type lights at ALL times.
- 37.7. A flag person must be used to direct the backing up of a vehicle in any congested or noisy area. Any flag person exposed to vehicular traffic must be properly trained and certified for this task and must always wear a reflective vest.

- 37.8. The use of a mobile phone while operating any power-industrial trucks or power- industrial equipment and earth moving equipment is strictly prohibited.

38. TRANSPORTATION OF PERSONNEL

- 38.1. Transportation of persons in the back of pick-up trucks is prohibited.
- 38.2. No person will be permitted to ride with arms or legs outside of a vehicle body, in a standing position on the body, on running boards, seated on side fenders, cabs, cab shields, bed of the truck or on the load.
- 38.3. The number of passengers in passenger-type vehicles shall not exceed the number that can be seated
- 38.4. Trucks used to transport personnel shall be equipped with a securely anchored seating arrangement, a rear end gate, and guardrail. Steps or ladders, for mounting and dismounting, shall be provided.
- 38.5. All tools and equipment shall be guarded, stowed, and secured when transported with personnel.
- 38.6. Vehicles transporting personnel shall not be moved until the driver has ascertained that all persons are seated, and the guardrails and rear end gates are in place or doors closed.
- 38.7. Getting on or off any vehicle while it is in motion is prohibited.
- 38.8. All motor vehicles shall be shut down prior to and during fueling operations.

39. PERSONAL PROTECTIVE EQUIPMENT

- 39.1. TRADE PARTNERS are responsible for providing their employees with all necessary PPE.
- 39.2. Clothing - Appropriate clothing must always be worn. Clothing must consist of long pants and a shirt that covers the shoulders with a minimum 4" sleeve. Clothing must not be torn and must be free of offensive sayings or pictures. Loose clothing, shorts, athletic shoes, or sleeveless shirts are not permitted on the jobsite. Jewelry of any kind is strongly discouraged on the jobsite. The risk of becoming "caught on" or "caught in" increases substantially when necklaces, dangling jewelry, or rings are worn.
- 39.2.1. High Visibility Clothing
- 39.2.1.1. Flaggers and workers exposed to hazards posed by vehicles, earth moving equipment, extendable boom forklifts and cranes shall wear high visibility reflective clothing. High visibility clothing is defined as reflective and fluorescent vests or shirts that workers should wear to make them more visible when working near traffic and heavy equipment, in all light conditions, day and night. The following guidelines shall be used for selection of high visibility clothing:

- 39.2.1.2. ANSI Class 1 garment: For workers that are separated from vehicular traffic that does not exceed 25 miles per hour; where background settings and worker tasks are not complex.
 - 39.2.1.3. ANSI Class 2 garments: Necessary for greater visibility during inclement weather; where work background is more complex and is close to moving traffic and vehicles; workers' attention will likely be diverted from traffic traveling at speeds from 25 to 50 miles per hour.
 - 39.2.1.4. ANSI Class 3 garments: Traffic speed is greater than 50 miles per hour; worker must be conspicuous and identifiable as a person through the full range of body motions at a minimum of 1,280 feet.
 - 39.2.1.5. At the discretion of PEPPER, projects may require high visibility clothing 100% of the time.
- 39.3. Footwear - Construction workers and visitors are required to wear a well-constructed hard sole, closed-toe work shoe.
- 39.4. Gloves – Appropriate hand protection is required when employees' hands are exposed to hazards such as those from skin absorption of harmful substances; severe cuts or lacerations; severe abrasions; punctures; chemical burns; thermal burns; and harmful temperature extremes. Leather and cotton gloves are not considered cut resistant.
- 39.5. Head Protection – Trade Partner employees must wear ANSI Z89.1-2014(R2019) Type II compliant helmets with an integrated chin strap securely fastened. Trade Partners are not allowed to work without a Type II helmet. Pepper will not provide loaner helmets to trade partner employees.
Electrical Work - For tasks involving electrical work or proximity to electrical hazards, head protection with non-conductive materials (Class E) are required, to provide protection to prevent electrical shocks. Vented hard hats or safety helmets cannot be used for electrical work.
- 39.6. Hearing Protection - Appropriate hearing protection must be utilized for the anticipated noise levels encountered. The threshold for hearing protection is 90dBA.
- 39.7. Respirators - The use of some types of respirators requires a medical examination and documented fit testing. Documentation must be provided to PEPPER upon request.
- 39.8. Eye Protection - The use of safety glasses with side shields or other suitable eye protection is required at all times. Additionally, face shields must be worn during the use of powder actuated tools, chop saws, partner saws, grinders, or for tasks that create flying debris that can strike the face.
- 39.9. Welding shields shall attach to helmets.
- 39.10. Roofing - All workers involved with charging of roofing kettles shall wear task specific PPE. These items would include hood that provides face/neck protection, suitable outer- wear and gauntlet gloves.

40. POWDER ACTUATED TOOLS

- 40.1. Only employees who have been trained in the operation of the tool in use shall be allowed to operate a powder-actuated tool.

- 40.2. All Personal Protective Equipment (PPE) required (including but not limited to eye protection, face protection, gloves and hearing protection) must be used during the operation of the tool. All live loads remaining in a used clip shall be discarded properly.
- 40.3. Proper disposal could include a container of water or other closed container that does not allow accidental detonation of unused loads.

41. PUBLIC PROTECTION - Construction activities attract the public. TRADE PARTNERS must provide safety barriers, walkways, lighting, fences, and any other means necessary to protect the public from possible injury because of the TRADE PARTNERS work. This must be part of the site-specific safety plan.

- 41.1. Construction work areas must be barricaded and/or posted with appropriate signage. At no time shall work be performed over persons or aisles without such barricades in place to prevent access.
- 41.2. Red barricade tape is to be used to enclose hazardous work areas. Entry into these areas is restricted to authorized personnel.
- 41.3. Yellow barrier tape shall be used to enclose areas where caution must be exercised.
- 41.4. When steel plates, wood planking or similar covers are located where there is pedestrian traffic or exposure, they shall be tapered on all sides with cutback, cold mix or similar material to eliminate tripping hazards. Covers will be non-slip in nature or have a non-slip surface.

42. RADIOS - Electronic entertainment devices are prohibited in the job site work area. Radios are permitted in the site trailer or office primarily for public notification of emergencies (such as weather, security alerts, etc.). Repeat violations of this policy will result in the appropriate discipline, up to and including removal from the jobsite.

43. SCAFFOLDING

- 43.1. Per OSHA 1926 requirements, any employee that uses, erects, or dismantles a scaffolding system must be trained in this task. TRADE PARTNER documentation of this training must be provided to PEPPER upon request.
- 43.2. A scaffold tagging system shall be used to identify the status of each scaffold. Scaffold status should include the following categories: complete/all requirements met, complete/hazards noted, and/or incomplete do not use.
- 43.3. Fall protection at heights above 6 feet is required during scaffold erection and dismantlement. Fall protection systems may include horizontal static lines or vertical lifelines. 1926.451 states that the employer shall have a competent person determine the feasibility and safety of providing fall protection for employees erecting or dismantling supported scaffolds. PEPPER supports this presumption that personal fall arrest systems are feasible.

- 43.4. The footings for scaffolding must be rigid, sound, and capable of carrying the load without settlement or displacement. Unstable objects such as barrels, boxes, loose brick, concrete blocks, or pieces of scrap lumber shall not be used to support scaffolding. Mudsills, base plates, and leveling jacks must be used.
- 43.5. Standard scaffolding, whenever feasible, shall have guardrails (top and mid rails) whenever the work platform is located at six (6) feet or greater above lower level. If X- brace pivot point is greater than thirty- eight (38) inches but less than forty-eight (48) inches above work platform, only a midrail is required. If X-brace pivot point is greater than twenty (20) inches but less than thirty (30) inches above the work platform only a top rail is required. All other scaffolding situations require guardrails per OSHA standards.
- 43.6. All scaffolding that is less than forty-five (45) inches wide must have guardrails whenever the work platform is at forty-eight (48) inches or greater above lower level. This includes Perry and Baker-type scaffolds. Toe boards are required to provide for falling object protection, unless the area below is barricaded and be considered a limited access zone.
- 43.7. Work platforms must be fully planked, except during the erection and dismantling process. At that time, two planks or an eighteen (18) inch wide (minimum) work platform will be provided. Planks must be scaffold grade or documentation provided substantiating that plank material to be of equal or greater strength. This includes planking used by concrete contractors on forming systems. All planking of work platforms must be overlapped a minimum of twelve (12) inches or secured from movement with cleats. Scaffold planks shall extend over their end supports not less than six (6) inches or more than twelve (12) inches. Planks must be inspected before each use and cracked or damaged planks must be removed from service prior to use.
- 43.8. An access ladder or equivalent device, to allow safe access, must be provided for all scaffolding. If the fall distance exceeds 15', stair towers or internal ladder systems must be used. Safe access includes a gate, chains or other barriers that eliminate fall hazards after platform is accessed.
- 43.9. All diagonal bracing must be in place and secure. Braces do not take the place of mid and top rails (except as noted above.)
- 43.10. The scaffold system must be tied to and securely braced against the structure per the minimum requirements of the OSHA standard. If the scaffolding system is to be enclosed for wind or weather protection, it must be designed by a competent person to withstand the additional loads.
- 43.11. When work is to be completed in stairwells rolling scaffolds shall not be used.
- 43.12. Narrow frame scaffolds (Perry/baker type), are not designed to support additional pick boards, walk boards, or scaffold planks. This practice is not allowed.
- 43.13. Training, inspection procedures, maintenance, and operation of self-propelled mobile scaffolds must comply with the manufacturer's requirements and documentation. This

documentation must be provided when requested by the PEPPER Safety Department or site Superintendent.

- 43.14. Outriggers or stabilizers must be used, as required, by the manufacturer, guardrails in place and access gates closed while unit is in use.
- 43.15. Minimum safe distances from energized power lines must always be maintained (refer to the site-specific safety plan).
- 43.16. Manually Propelled Mobile Scaffolds - All casters shall be provided with a positive locking device to prevent scaffolding from rolling. Platforms will be tightly planked for their full width. The floor or work surface must be free from voids, holes, or obstructions. The height of rolling scaffolds must not exceed four (4) times the shortest base dimension.
- 43.17. Two-Point Suspension Scaffolds - The roof iron or hooks shall be of proper size, design, and material. Installation must be secure and anchored properly under the supervision of a trained, competent person. Tiebacks shall serve as a secondary means of anchorage installed at right angles to the face of the structure and secured to a structurally sound element of the building. All employees must be trained in the hazards associated with suspended scaffolding, as well as the controls necessary to eliminate each hazard. Fall protection systems must be used in conjunction with suspended scaffolds.

44. STILTS

- 44.1. A competent person shall first train each employee who is assigned to wear stilts in the safe use and inspection of the equipment. The competent person shall also make the determination that the tradesman is proficient in the use of stilts before the tradesman is assigned to work on them.
- 44.2. Stilts shall be thoroughly inspected before each use.
- 44.3. Stilts shall only be used on hard level terrain, which is free of debris, slippery surfaces, electrical cords, or other obstructions, such as stored materials in the work path.
- 44.4. Tradesmen are responsible to notify their supervisors of any unsafe conditions or hazards concerning the safe use of stilts. Stilts shall not be used until all unsafe conditions have been corrected.

45. SCISSORS AND AERIAL LIFTS

- 45.1. Scissors and Aerial Lifts may not be "field modified" for uses other than those intended by the manufacturer unless the manufacturer has certified the modification in writing.
- 45.2. All lifts shall be inspected before use. Any deficiencies or equipment in need of repair shall be reported to the Superintendent or Foreman before use. If any equipment needs repair, the equipment shall not be used until authorization is received from the Superintendent or Foreman. Equipment in need of repair shall be tagged out until serviced. Inspection documentation shall be maintained with each piece of equipment for review.

- 45.3. Employees shall always stand firmly on the floor of the basket or platform and shall not sit or climb on the edge or rails of the basket or use planks, ladders, or other devices for a work position.
- 45.4. Lifts shall not be loaded in excess of the designed working load. Lifts are designed for lifting personnel and small hand tools. Lifts are not to be used in lieu of a crane. Aerial lifts shall not be used to transport construction materials.
- 45.5. A full body harness shall be worn with a self-retracting lanyard attached to the boom or basket when working from an aerial lift.
- 45.6. Operator must have documented proof of training (available upon request) and use equipment as intended.
- 45.7. Lifts must not be field altered and must use only engineered attachments approved by the manufacturer. It is highly recommended that operator of lift does not work alone.

46. SILICA EXPOSURES— any TRADE PARTNER that may create respirable silica dust must develop and implement a site silica exposure control plan in accordance with OSHA Subpart Z 1926.1153.

47. UTILITIES - Equipment operators and truck drivers must be cautioned not to operate closer than recommended distances from overhead or underground electrical wires. If work is required near these utilities, the TRADE PARTNER must consult with the PEPPER site Superintendent about alternative action plans. Whenever the TRADE PARTNER undertakes excavation work, it is their responsibility to contact the appropriate one call locating services. Work may not start until these dig numbers have been submitted to the PEPPER site Superintendent and the schedule of excavation approved.

48. UTV (Utility Type/Terrain Vehicles)

- 48.1. To safely operate a utility type vehicle, the operator must use similar safe work habits as used with tractors, skid steer loaders, and ATVs. A safe, successful driver should become familiar with the machine before using it. This can be done by reading the owner's manual and following safety labels found on the vehicle. A qualified operator (salesperson) can also demonstrate the correct operation.
- 48.2. Safety practices to follow when driving a UTV:
 - 48.2.1. Maximum speed while operating a UTV on a PEPPER jobsite is 5 mph.
 - 48.2.2. Always keep legs and arms inside the vehicle.
 - 48.2.3. Drive slowly and turn smoothly to avoid an overturn.
 - 48.2.4. When hauling cargo, the vehicle's center of gravity is raised, increasing the chance of overturning.
 - 48.2.5. Drive completely up or down a slope or hill before making a turn. Do not turn the vehicle in mid-slope or hill as this increases the probability of overturning.

- 48.2.6. Use the appropriate speed on rough terrain.
- 48.2.7. Operators and passengers have been thrown from vehicles.
- 48.2.8. Stay clear of ditches and embankments.
- 48.2.9. Passengers must be tall enough to reach handhold while their backs are against the seat and their feet are flat on the floorboards.
- 48.2.10. Each passenger must ride in his/her own seat, not anywhere else on the UTV.
- 48.2.11. Operators must back up carefully and utilize horn.
- 48.2.12. Operators should be free from the influence of drugs or alcohol.
- 48.2.13. Due to the hauling purpose of a UTV, special attention should be paid to making sure cargo or material is properly secured during transport.

49. VISITORS - Any person not directly involved with the on-site construction of this Project shall not enter the site without first going to PEPPER's job office and signing a visitor's release and obtaining a helmet and safety glasses which is to be returned to PEPPER. Visitors must always be accompanied by a person that has attended site orientation, is responsible for that (person/group) visitor on site and is familiar with the PEPPER Site Safety Plan. All visitors must wear required PPE items such as helmets, safety glasses, well-constructed hard sole, closed-toe work shoe and long pants. Visitors must not enter Construction or Restoration areas wearing shorts, skirts, open-toed-shoes or high-heels. Visitors must sign-out when leaving the project. Note: Contractors are responsible and must always accompany equipment repair vendors brought on site

50. WELDING AND CUTTING

- 50.1. The TRADE PARTNER must initiate a Hot Work permit with the PEPPER Superintendent prior to conducting welding and cutting operations.
- 50.2. When necessary to provide protection for other employees and materials, screens or shields must be used where it is feasible.
- 50.3. All equipment used for welding and cutting including welding cables, gas cylinders, regulators and gauges, hoses, and torch sets shall be inspected each day before use.
- 50.4. Flash back arrestors shall be installed at the oxy-acetylene regulators in addition to the required torch head protection.
- 50.5. Valve protection caps shall always be in place except where cylinders are in use or connected for use. Regulators and hoses will be removed at the end of the work shift.
- 50.6. Compressed gas cylinders will not be stored inside of any structure – this includes gang boxes, storage trailers and similar closed spaces.
- 50.7. Personal Protective Equipment – Head and eye protection must always be worn. Helmets with eye and face protection are required for welding applications. Safety glasses with side shields or goggles are required when chipping or grinding a work piece if not wearing

a welding helmet. All fabric garments must be resistant to spark, heat, and flame. Respiratory Protection is needed when ventilation is not sufficient to remove welding fumes or when there is risk of oxygen deficiency. Suitable welding gloves are required.

- 50.8. Welding fume extractors must be used for all hot work in occupied facilities to prevent the spread of fumes and smoke. Local exhaust ventilation shall consist of freely movable hoods intended to be placed by the welder or burner as close as practicable to the work. This system shall be of sufficient capacity and so arranged as to remove fumes, smoke at the source, and keep the concentration of them in the breathing zone within safe limits as defined in OSHA 1926 Subpart D.
- 50.9. For all welding and cutting operations, keep 35' clear of combustibles in all directions.
- 50.10. Shield combustible flooring with wet sand, fire retardant tarpaulins or sheet metal. Clean the area of oily deposits and trash. Cover any storage or other combustibles that cannot be moved away. It is the responsibility of the TRADE PARTNER to provide, install and maintain welding blankets when conditions warrant their use. Block off any duct openings where sparks can spread.