

MINIMUM PROVIDER SAFETY REQUIREMENTS

1. GENERAL

1.1. LEHIGH may request, at any time, before or during the performance of services, that PROVIDER submit to LEHIGH'S Environmental Health and Safety Office, 616 Brodhead Avenue, Bethlehem, PA 18015, its written program for safety, which will address, at a minimum, LEHIGH'S safety requirements. This program shall include the specific action PROVIDER will take to train its employees in (1) safe work habits; (2) safe use of chemicals, solvents, etc. (if applicable); (3) safe use of equipment employed on the Services; (4) use of equipment, signs, barriers, or other devices to protect persons or property; and (5) recognition of hazardous or other materials that are not allowed for use under the scope of Services requested.

1.2. PROVIDER shall be responsible for initiating, maintaining, and supervising reasonable safety precautions and programs in connection with the Services.

1.3. PROVIDER shall be responsible for the proper use and care of the equipment and facilities it is assigned and/or uses in the performance of its daily duties as specified by the equipment manufacturers. PROVIDER shall be responsible for adhering to all manufacturer's recommended operating, preventive maintenance and repair specifications on all equipment, fixtures, furnishings, and building components.

1.4. PROVIDER shall immediately report fires, unsafe conditions, thefts (whether PROVIDER employee or LEHIGH-related), and security hazards to LEHIGH. PROVIDER shall immediately fix and report to LEHIGH any conditions cited in any citations by local, state, or federal agencies or those identified by LEHIGH'S Contract Administrator for unsafe conditions to LEHIGH.

1.5. PROVIDER shall maintain an adequate staff on duty at LEHIGH at all times to ensure a quality operation. PROVIDER shall continually provide satisfactory training programs for its employees at all levels of the service operation. PROVIDER shall conduct regularly scheduled employee training meetings.

1.6. PROVIDER at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Services, PROVIDER shall remove all waste materials and rubbish from and about the project as well as all tools, construction equipment, machinery, and surplus machinery, and surplus materials, to LEHIGH'S satisfaction.

2. PROVIDER'S RESPONSIBILITIES

2.1. PROVIDER shall ensure that its activities and the activities of its employees, agents and SUBPROVIDERS, and their employees and agents (including all sub-SUBPROVIDERS), are in strict compliance with all Environmental Protection Agency, Department of Environmental Protection, and Department of Transportation regulations and all other applicable federal, state and local statutes, ordinances, regulations and rules, including without limitation, the Federal Occupational Safety and Health Act of 1970 (OSHA) as amended and the standards and regulations issued thereunder, and all other statutes, ordinances, regulations, rules, standards, and requirements of common law in relation to industrial hygiene and safety, and the protection of health and the environment (collectively referred to herein as the "Environmental, Health and Safety Laws").

2.2. Prior to start-up, PROVIDER shall be aware of the personal protective equipment required to safely and properly perform Services. PROVIDER shall assure that its employees are provided with all personal protective equipment required by OSHA, provide National Institute for Occupational Safety and Health (NIOSH) and Mine Safety and Health Administration (MSHA) approved equipment, and ensure the appropriate training, wearing, and maintenance of said equipment.

LEHIGH will NOT provide scheduled PROVIDERS with personal protective equipment.

2.3. When the use of respirators is required, PROVIDER shall comply with OSHA's "Respiratory Protection" standard, 29 CFR 1910.134 and 1926.58.

2.4. PROVIDER shall inform LEHIGH's Facilities Services and Campus Planning ("FSCP") office (610-758-3970) prior to performing any roof or penthouse work on laboratory research buildings, and PROVIDER shall not begin roof or penthouse work until it receives specific written authorization from LEHIGH to do so. The purpose of this notification and authorization requirement is the following:

- a. To ensure that PROVIDER takes appropriate action to ensure protection to the roof top membrane.
- b. To enable LEHIGH to determine whether hood shutdown/authorization is necessary.
- c. To enable LEHIGH to make appropriate arrangements with affected departments to coordinate and control hood shutdown.

2.5. PROVIDER's Use of Chemicals and Employee "Right-To-Know"

a. PROVIDER shall thoroughly review with FSCP all Services to be performed on LEHIGH's property prior to commencing such Services. PROVIDER understands and acknowledges that it has been advised by LEHIGH that toxic and hazardous substances are present on LEHIGH's property. At PROVIDER's request, FSCP will provide PROVIDER with copies of Materials Safety Data Sheets (MSDSs) and other chemical information supplied by PROVIDERs for the toxic and hazardous substances present on LEHIGH's property. It is PROVIDER's sole responsibility to take all steps necessary and required under applicable law to protect its employees, agents and SUBPROVIDERs, and their employees and agents (including sub-SUBPROVIDERs), from injury by reason of exposure to these substances, and LEHIGH shall have no such responsibility unless expressly provided for herein. Further, it is PROVIDER's responsibility to protect LEHIGH's students, employees, and the community from exposure to these substances as a result of PROVIDER's activities under a SOW.

b. Before bringing any toxic or hazardous substance onto LEHIGH's property, PROVIDER shall notify FSCP in writing of its intention to do so, the nature of such substance, and the location where such substance will be stored and/or used.

c. Upon request, PROVIDER shall provide FSCP with MSDSs for the chemicals and products PROVIDER will use and PROVIDER shall explain where the chemicals and products will be used and how they will be applied (i.e., sprayed, brushed, rolled, troweled, etc.). The PROVIDER shall strictly follow the manufacturers' instructions and ensure that all chemicals and products are used, applied, handled, stored, treated, and disposed of in accordance with applicable law. PROVIDER shall take all necessary action to protect the community, LEHIGH's students, faculty, staff, and employees, and its own employees, agents, SUBPROVIDERs and their employees and agents (including SUBPROVIDERs), from injury by reason of exposure to these chemicals and products, and LEHIGH shall have no such responsibility. To ensure that the PROVIDER's operations do not expose LEHIGH's students, faculty, staff, employees, or the community to unnecessary hazards, the work may be scheduled, at LEHIGH'S sole discretion, for nights, weekends, or holidays, as appropriate.

d. PROVIDER shall maintain at the job site readily available MSDSs for all chemical substances they are utilizing on University property.

2.6. PROVIDER shall maintain and use, and require the use by employees and SUBPROVIDERs, fall restraint systems in accordance with applicable OSHA regulations and guidelines by all personnel engaged in elevated window washing or work on roofs within six feet of the roof line. Fall protection is required in use of motorized high-reach equipment that extends outward.

2.7. PROVIDER shall erect and maintain appropriate access restricting barriers and warning signs to prohibit entry into construction work sites by unauthorized personnel.

2.8. PROVIDER shall protect all pedestrian areas from activity that might result in debris, tools, or other materials falling onto pedestrian trafficked area by means of well-constructed temporary protective barriers or restrictions, warning signs, and reasonable detours.

2.9. PROVIDER shall restore any guards, limit switches, or other safety devices which are removed, overridden, or in any way rendered non-functional for the sake of the PROVIDER's performance of Services, before reutilization of the unguarded equipment or completion of the Services. During the time when such guards, limit switches or other safety devices are removed, overridden or rendered non-functional, PROVIDER shall take all steps necessary to assure that all persons are protected from injury which is otherwise prevented by such guards, limit switches and other safety devices.

2.10. PROVIDERS who engage in particulate, vaporous, or gaseous contamination of occupied indoor air space shall:

a. Inform the FSCP office of this possibility in advance to (1) prevent smoke detectors from going into alarm and avoid contamination that will result in false alarm after completion of the Services; (2) assure that the occupancy status need not be changed during the performance of the Services; (3) determine whether or not temporary ventilation adjustments should be made to either the work area or adjacent areas; (4) determine whether permits are required for confined space; and

b. Reimburse LEHIGH for any fines imposed by local or state emergency response services as a result of false fire alarms which arise from PROVIDER's performance of the Services and its failure to perform its obligations of this Section 2.10.

2.11. All staging and scaffolding erected must comply with all applicable OSHA standards, and it shall be PROVIDER's duty to ensure such compliance. Complicated or highly detailed scaffold assemblies must be engineered and approved (stamped) by a certified engineer.

2.12. Ropes, hoists, and pulleys utilized for lifting equipment and materials shall be rated for the appropriate capacity, and shall comply with all pertinent OSHA regulations. It shall be PROVIDER's duty to assure such compliance.

2.13. If PROVIDER inadvertently encounters asbestos or suspected asbestos materials in the performance of Services, PROVIDER shall immediately stop work and contact FSCP.

PROVIDER hereby acknowledges that LEHIGH has advised it that there are asbestos containing materials (ACM) in some of LEHIGH's buildings. Prior to commencing any Services, PROVIDER shall consult with representatives of LEHIGH'S FSCP department and outline all areas of LEHIGH'S premises to be affected by the PROVIDER's Services. LEHIGH will provide PROVIDER with all available asbestos information, including LEHIGH'S asbestos survey, for the areas to be affected by the Services. If it appears from a review of the available information that ACM will be encountered during the performance of Services, PROVIDER and LEHIGH shall make arrangements, prior to the commencement of the Services, to have a designated representative of LEHIGH available on-site to investigate ACM and determine the appropriate method for handling, removal, disposal, or encapsulation of these materials. If available information does not indicate the presence of ACM in the area to be affected by the Services, but ACM or suspected ACM is nevertheless encountered during the work, the PROVIDER shall immediately cease services in the area of the suspect materials and immediately notify FSCP. LEHIGH or its designated representative will investigate these materials and determine the method of handling, removal, disposal, or encapsulation.

PROVIDER agrees to keep all asbestos related information, including information about LEHIGH's asbestos survey, strictly confidential and not to disclose any such information except to its employees, agents and SUBPROVIDERS, as needed to carry out the Services hereunder.

PROVIDER shall ensure that all personnel who may be required to perform Services in LEHIGH buildings where asbestos is present or suspected of being present receive asbestos awareness training. PROVIDER's training must address at a minimum the following topics: Introduction to asbestos and asbestos containing building materials, health effects associated with asbestos, location and types of asbestos, work practices and use of control equipment, personal protective equipment, and disposal of asbestos.

2.14. If PROVIDER inadvertently encounters lead, lead containing materials, or suspected lead containing materials in the performance of Services, PROVIDER shall immediately stop work and contact FSCP.

PROVIDER hereby acknowledges that LEHIGH has advised it that there are lead containing materials in some of LEHIGH's buildings. Prior to commencing any Services, PROVIDER shall consult with representatives of LEHIGH'S FSCP and outline all areas of LEHIGH'S premises to be affected by the PROVIDER's Services. LEHIGH will provide PROVIDER with available lead information that it may have relating to the services to be provided. If available information does not indicate the presence of lead containing materials in the area to be affected by the Services, but lead containing materials or suspected lead containing materials is nevertheless encountered during the work, the PROVIDER shall immediately cease services in the area of the suspect materials and immediately notify FSCP. LEHIGH or its designated representative will investigate these materials and determine the method of handling, removal, disposal, or encapsulation.

2.15 PROVIDER shall assure that entry by its employees into confined spaces and vessels will be in conformance with 29 CFR, 1910.146, OSHA's "Permit-Required Confined Spaces," standard, as if the said standard applied to construction employment. Before entry is made, PROVIDER shall obtain all necessary information about the confined space from FSCP. PROVIDER shall coordinate entry operations with LEHIGH personnel when both LEHIGH personnel and PROVIDER personnel will be working in or near permit-required confined spaces. PROVIDER shall ensure that its personnel have acquired and have been trained in the use of confined space monitors.

2.16. PROVIDER shall at all times use proper lockout/tagout procedures in accordance with 29 CFR 1910.147, as if the said standard applied to construction employment. PROVIDER, the appropriate FSCP representative, and affected LEHIGH personnel shall inform each other of their respective lockout or tagged procedures and ensure that their employees understand and comply with these procedures.

2.17. PROVIDER shall not make any electrical tie-in to operating control systems without specific written authorization to do so by the appropriate LEHIGH FSCP representative.

2.18. PROVIDER shall not shut down any sprinkler valves, fire pumps, or fire alarm systems without prior written authorization to do so by the Director of FSCP or his/her designated representative.

2.19. PROVIDER shall properly dispose of its waste and construction debris in accordance with all federal, state, and local laws and regulations. PROVIDER shall not leave waste, unused paint, chemicals, or empty containers at LEHIGH or place them in LEHIGH'S trash receptacles.

2.20. PROVIDER shall ensure that excavations are conducted in accordance with OSHA guidelines to include proper shoring, sloping, and shall incorporate the use of ladders for exiting and entering the excavated site. All excavations shall be protected from accidental entry by means of fencing and illuminated barricades at night. A two person rule is required when entering the excavated area. PROVIDER is responsible for developing a written emergency response plan to include contact information for University Police. Where hazardous atmospheres may be present, air quality measurements are to be conducted and recorded.

2.21. All welding, cutting, burning, or use of other open flame devices requires a "Hot Work Permit" issued by FSCP. PROVIDERs shall erect welding screens where bystanders or other personnel may be affected, provide their own fire extinguishers, and establish a fire watch.

For more information, refer to Exhibit E, Cutting and Welding (Hot Work) Guidelines, to the Master Services Agreement.

Nothing in this paragraph 2.20, or in Exhibit E (Cutting and Welding Guidelines), shall limit in any way PROVIDER's obligation to comply with all relevant OSHA regulations and standards regarding welding and cutting, including without limitation 29 CFR 1926.350-1926.354.

2.22. PROVIDER shall conform to standard life safety practices by not blocking approved fire lanes, entrances to mechanical and electrical rooms and vaults, means of egress, signage, fire extinguisher or other emergency equipment with vehicles, construction materials, debris, equipment, or other encumbrance.

2.23. PROVIDER shall be responsible for fire protection on the job-site. PROVIDER shall provide and maintain appropriate fire extinguishers in the work area.

2.24. PROVIDERS shall not disconnect any structured communications cable on campus or tie-in to any product cable systems without written authorizations from a Library and Technology Services (“LTS”)/Technology Management representative. Structured cable systems include copper and fiber systems providing services to campus which at a minimum include wired and wireless networks, voice, fire and theft alarms, cable TV, satellite video, vending, HVAC, door access alarms, radio, and many more.

2.25. PROVIDERS are responsible to identify the location of all underground systems before digging on campus, adhering to Pennsylvania One Call Practices (see 73 P.S. § 176 et. seq.). This includes, but is not limited to, gas lines, steam lines, electrical and communications cable systems. PROVIDER shall coordinate with FSCP (for facilities related items) and LTS Management Group (for structured communications cable system).

2.26. PROVIDERS installing structured communications cable systems shall comply with the ANSI/TIA/EIA 568, 569, 606 and 607 suite of standards. Other standards, including those defined by FSCP, may apply depending on the scope of work. PROVIDER shall coordinate with LTS Management Group.

2.27. LEHIGH may amend or modify these Minimum PROVIDER Safety Requirements as necessary to ensure the safety of the Lehigh and the surrounding community.