

**SAFETY AGREEMENT FOR DRUM CLEAN OUT**

This agreement is made between \_\_\_\_\_, Owner/Operator (**Our Company**) \_\_\_\_\_ and \_\_\_\_\_ outside contractor hired to clean/chip out concrete from **Our Company's** Concrete Mixing Trucks.

\_\_\_\_\_, agrees that in carrying out the duties to clean/chip out it will comply with all Federal, State and Local safety regulations. In that capacity it will ensure that:

- \* Confined Space Entry Procedures are developed and complied with.
- \* All employees will be trained in Safe Entry Procedures, Use of Personal Protective Equipment, Lockout/Tagout of the truck and Rescue Procedures.
- \* Adequate ventilation will be provided during entry procedures designed to keep air contaminants including dust and silica, at or below the OSHA PEL.
- \* Personal Protective Equipment will be provided and used at all times. This includes the following:
  - \* Hard Hat
  - \* Safety Glasses with side shields
  - \* Face Shield
  - \* Gloves
  - \* Steel Toe Safety Shoes
  - \* Respirator adequate to protect employee from silica and dust
  - \* Hearing protection including both ear plugs and muffs
  - \* Long sleeve shirt and appropriate heavy duty pants
- \* An attendant will be available at all times.
- \* The Mixer Truck will be locked out including the battery cables.
- \* Emergency procedures will be in place including emergency communication equipment.
- \* A written Safe Entry Procedure will be posted at the cleaning location and both the entrants and attendant will be required to sign.
- \* Agrees to reimburse **Our Company** any and all costs incurred as a result of safety violations caused by \_\_\_\_\_ and then issued against **Our Company**.
- \* Agrees to maintain full Workers' Compensation Coverage for all employees conducting Drum Clean Out and provide **Our Company** a copy of the updated Workers' Compensation Certificate.
- \* Agrees to maintain 1,000,000 in General Liability Insurance coverage and name \_\_\_\_\_ as an additional insurer on its policy and hold **Our Company** harmless for any liability incurred as a result of these duties.
- \* Agrees to closely monitor the work practices during this contract.
- \* Agrees to stop work if unsafe work practices are discovered. Work is not to be commenced until the unsafe practices have been corrected. If \_\_\_\_\_, neglects to correct such behavior the company has the right to stop work until appropriate corrective actions are taken.

This agreement is entered into on this date \_\_\_\_\_, and will be valid for 1 year unless terminated in writing by either party before that date.

\_\_\_\_\_  
Company Representative Signature Title Date

\_\_\_\_\_  
Outside Contractor Representative Signature Title Date