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: