

**ROHM and HAAS CANADA LP
AGREEMENT FOR SERVICES**

THIS AGREEMENT, made and entered into this day of
by and between

ROHM and HAAS CANADA LP, (R&H Canada)

And

hereinafter called the "CONTRACTOR", does hereby bind the parties to a contract as hereinafter defined.

WITNESSETH:

ARTICLE 1 Description of the Work

1.01 Contractor agrees to furnish sufficient supervision, labour, tools, materials and equipment to perform in a workmanlike manner work assigned to it from time to time by R&H Canada. The work is generally described as, or relative to:

Miscellaneous Services (or as specified on purchase order)

hereinafter sometimes called the "work" on, or in the vicinity, of a site to be provided by R&H Canada.

Contractor shall comply with any designs, drawings and specifications furnished by R&H Canada for such work.

1.02 All work to be performed hereunder shall be authorized by R&H Canada in writing and shall not commence until authorization is acknowledged and accepted by Contractor or its designated representative. If a designated representative is to be used by either party, the other party is to be advised forthwith.

1.03 Speed of performance being a consideration of this Agreement, Contractor shall maintain completion dates. Should contractor at any time refuse or neglect to supply a sufficient number of properly skilled workers or sufficient materials or fail in any respect to prosecute the work hereunder with diligence, R&H Canada may after three (3) days written notice to Contractor, terminate Contractor's right to proceed with the work and may enter upon the premises to take possession of all materials and appliances thereon and finish the work by any method R&H Canada may deem advisable.

1.04 Any work done on R&H Canada property shall be performed in accordance with the terms and conditions of R&H Canada's Environmental, Health & Safety Policies, attached herewith as Exhibit "D". Contractor shall also comply with all applicable provisions of Federal, Provincial and municipal safety laws and building codes.

1.05 No part of the work to be done by Contractor hereunder may be subcontracted without R&H Canada's prior written approval.

ARTICLE II Cost of the Work

2.01 For the performance of the work assigned to Contractor under this Agreement, R&H Canada shall pay Contractor according to the rates set forth in Exhibit "A" (Contractor Rate Schedule), attached hereto and made a part hereof. **REFER TO PURCHASE ORDERS**

2.02 The rates and fees set forth in Exhibit "A" of this Agreement include, but are not limited to, all salaries, wages, travel allowance, Canada Pension Plan payments, Unemployment Insurance payments, Worker's Compensation plan payments, Hospital Insurance premiums and any other payroll taxes and insurance, tools and equipment having a replacement value of less than One Thousand (\$1,000.00) Dollars, postage, telephone and telegraph charges, transportation, profit and overhead.

2.03 The following is a typical list of non-reimbursable cost items included in Contractor's fees unless otherwise specified in this Agreement, Exhibits hereto, or the purchase order issued hereunder, but shall not be limited to this list:

- (a) Movement of tools and equipment to and from job site;
- (b) All standard safety equipment;
- (c) Temporary buildings;
- (d) Maintenance and repair parts for equipment and tools and time spent by Contractor in making repairs thereto;
- (e) Fuel;
- (f) Pick-up equipment time for transportation of Contractor's personnel and when idle at job site;
- (g) Office supplies, expendable tools and job supplies;
- (h) Janitorial time spent by Contractor's personnel in cleaning their offices and change rooms;
- (i) Time and material used in making tool boxes and work benches.

ARTICLE III Invoicing and Payment

3.01 Contractor shall submit invoices to R&H Canada, as stated in the instructions on each purchase order, as soon as practical at the conclusion of each project authorized and requested by R&H Canada, such statement to include itemization of hours and days worked and such other information in support of the invoices as R&H Canada may require. Progress payments may be invoiced in the event that job extends beyond thirty (30) days.

3.02 Subject to the provisions of the Builders Lien Act, or such comparable legislation as may be in force in the Province where the Site is located, which requires R&H Canada to withhold ten (10) percent of the Contract Price for a period of forty-five (45) days from completion or substantial completion of the contract, all such invoices shall be paid by R&H Canada within thirty (30) days after the receipt thereof, unless any items thereof are questioned by R&H Canada, in which event R&H Canada shall have the right to withhold payment thereof until verification of both the amount claimed and the validity of said claim. R&H Canada's investigation thereof shall proceed as promptly as possible, with which investigation Contractor shall provide complete co-operation. With respect to invoices so questioned and later approved by R&H Canada, payment shall be made as promptly as possible and practical after such approval.

3.03 Notwithstanding 3.01 above and at the option of R&H Canada, Contractor will charge a procurement card for the work without a signature but will send the R&H Canada procurement card holder (the Holder) via first class mail, or if acceptable to the Holder, via facsimile, supporting documentation describing the information required for a work order and the procurement card number charged, within 24 hours of providing the work. Contractor will accept the R&H Canada procurement card (credit card) for the work performed under this Agreement at no additional cost to R&H Canada. Any misuse or abuse of the procurement card process by R&H Canada employees shall be the responsibility of R&H Canada. Any misuse or abuse of the procurement card process by Contractor employees shall be the responsibility of Contractor.

ARTICLE IV Liens

4.01 Contractor (a) shall indemnify and save harmless R&H Canada from all claims, demands, causes of action or suits of whatever nature arising out of the services, labour and materials furnished by Contractor or its subcontractors under this contract, and from all labourer's, materialmen's and Builders or Mechanics liens upon the real property upon which the work is located arising out of the services, labour and materials furnished by Contractor, or any of its subcontractors under this contract, and (b) agrees to defend any suit or action brought against R&H Canada based on any such claims, demands or proceedings to enforce or foreclose any such labourer's, materialmen's and Builders or Mechanics liens based on any such work performed herefrom in a manner that will keep said property free and clear of all liens, claims and encumbrances arising from the performance of this contract by Contractor or its subcontractors.

4.02 If required, Contractor shall furnish (a) a good and sufficient release or waiver of lien from itself, every subcontractor, materialman, labourer and other person furnishing services, labour or materials in connection with the work, or (b) receipts in full, together with an affidavit that the receipts cover all the services, labour and materials for which a lien might be filed except as covered by the releases and waivers of liens, but if any subcontractor, labourer, materialman or other person refuses to furnish a waiver or release or receipt in full, Contractor may furnish a bond satisfactory to R&H Canada to indemnify R&H Canada against any claim or lien or otherwise. In the event Contractor fails or refuses to have such lien released or furnish such bond when so required, R&H Canada shall have the right to pay any sums necessary to obtain the release of such lien and to deduct the amount paid thereof from any sums due Contractor hereunder.

ARTICLE V Guarantee

5.01 Contractor guarantees its work to be accurate and correct, and to be in accordance with plans, specifications or instructions furnished by R&H Canada, if any. Should an error be made by Contractor, the error shall be corrected at Contractor's expense.

ARTICLE VI Acceptance

6.01 The making of payments by R&H Canada shall not be construed as acceptance of the work done for such payments except as to such matters as are open and obvious. R&H Canada, however, shall exercise reasonable diligence in discovering and reporting to Contractor all materials and labour which are not in accordance with any drawings, specifications or instructions so as to avoid unnecessary trouble and cost to Contractor in making good defective work.

6.02 Contractor's acceptance of final payment on any individual project shall be held to be a waiver of all claims against R&H Canada on that individual project. No partial use or occupancy of the work by R&H Canada, nor any payment to Contractor, other than final payment, shall constitute an acceptance of the work.

ARTICLE VII Liability for Damage to Persons and Property

7.01 Contractor shall be solely responsible for the protection and preservation of the entire work including, in addition, any materials or equipment supplied or loaned by R&H Canada, until the completion of testing and final acceptance by R&H Canada. The Contractor shall carry policies of insurance with minimum coverages as defined in Article VIII, but the Contractor's obligation to deliver a complete work as defined herein for the price stipulated shall be in no way limited, reduced or altered by the coverage, or lack of coverage of risks, or the amount of coverage in any such policies of insurance.

7.02 The Contractor assumes the entire responsibility and liability for losses, expenses, damages, demands and claims, based on any injury, or alleged injury, to persons, including death, or damage, or alleged damage, to property sustained, or alleged to have been sustained, in connection with the performance of the work, and agrees to indemnify and hold harmless R&H Canada, its agents, servants and employees, from any and all

such losses, expenses, damages, demands and claims, and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, costs and expenses, including solicitor's fees, in connection therewith or resulting therefrom. With respect to injury or death of third parties, the Contractor's liability shall not be limited, reduced, or altered by any provision for insurance contained herein, and in no case shall R&H Canada be required to indemnify the Contractor, or defend any suit or claim, or make contribution under suit or claim, by reason only of having set out minimum insurance requirements herein.

7.03 With respect of damage to property or equipment of R&H Canada which is not part of the work as defined herein, where such damage arises out of any act or omission of the Contractor, its agents, servants, and Subcontractors, the Contractor will make good such damage and be solely responsible therefor, provided however, that the Contractor's liability to make good such damage shall be limited to the coverage afforded by the obligatory policies of insurance covered by Article VIII.

ARTICLE VIII Insurance

8.01 Prior to the actual commencement of work hereunder and until final acceptance by R&H Canada of all work to be performed hereunder, Contractor shall carry the following insurance:

- (a) Worker's Compensation Insurance and provide R&H Canada with proof of a paid up account with the Worker's Compensation Board for the Province in which the "work" is performed.
- (b) General Public Liability Insurance in an amount not less than One Million (\$1,000,000.00) Dollars covering injuries to, or death of, any one person in any one occurrence, and in an amount not less than Two Million (\$2,000,000.00) Dollars for injuries to, or death of more than one person in any one occurrence and in an amount not less than One Million (\$1,000,000.00) Dollars covering damages to the property of R&H Canada and of third parties.
- (c) Automotive Public Liability Insurance upon each and every unit of automotive equipment operated or used by Contractor in the performance of this contract in an amount not less than One Million (\$1,000,000.00) Dollars covering injuries to, or death of, any one person in any one occurrence, and not less than Two Million (\$2,000,000.00) Dollars covering injuries to, or death of, more than one person in any one occurrence, and automotive Property Damage Insurance in an amount not less than One Million (\$1,000,000.00) Dollars.

8.02 All such insurance shall be carried by companies approved by R&H Canada, and Contractor shall furnish R&H Canada with a certificate or certificates properly executed by the insurance carrier showing all such insurance to be in force, and said certificate or certificates shall include the following statement: "The General Liability insurance certified hereunder includes Contractor's Assumed Liability coverage for liability assumed by the Insured under all written contracts between R&H Canada and the insured". The such certificate or certificates shall be furnished to R&H Canada prior to the commencement of any operations under this Agreement. Nothing in this Article VIII shall be construed as limiting the liability of Contractor under Article VII.

ARTICLE IX Permits, Licenses and Applicable Laws

9.01 Contractor shall procure all other necessary permits and licenses, observe and abide by all applicable laws, regulations, ordinances and other rules of the Province, territory or other political subdivision thereof, wherein the work is done, or any other fully constituted public authority, and further agrees to hold R&H Canada harmless from liability or penalty which might be imposed by reason of an asserted or established violation of such laws, regulations, ordinances or other rules.

ARTICLE X Title to the Work

10.01 All design, technical and confidential information or data supplied to Contractor by R&H Canada or developed by Contractor for R&H Canada shall be or remain the property of R&H Canada and shall not be used by Contractor, its agents, servants, or employees for any purpose other than work for R&H Canada under any contract between said parties without the express written permission and approval of R&H Canada. All drawings, designs, data, or information prepared by Contractor under any agreement for R&H Canada shall become the property of R&H Canada. Calculations and other information prepared by Contractor shall be furnished when requested by R&H Canada.

ARTICLE XI Independent Contractor

11.01 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder and any provisions in this contract which may appear to give R&H Canada the right to direct Contractor as to the details of doing the work herein covered or to exercise a measure of control over the work shall be deemed to mean that Contractor shall follow the desires of R&H Canada in the results of the work only.

ARTICLE XII Secrecy

12.01 Contractor shall not use or divulge to any person or persons any information furnished Contractor by R&H Canada or developed by Contractor during the course of its work or performance of its services for R&H Canada under this Agreement; and shall execute the agreement attached hereto as Exhibit "B"; and Contractor shall treat all such information so furnished, developed by Contractor or otherwise under this Agreement, as confidential except as to persons specifically designated and approved by R&H Canada unless such information was already known to Contractor or becomes general public knowledge without fault of Contractor, or is disclosed to Contractor by a person not in privity with R&H Canada with a bona fide right to make such disclosure. Contractor shall inform its agents, servants and employees of the confidential nature of such information and shall direct them to preserve the confidential nature of such information. When requested by R&H Canada, Contractor agrees to require each of its agents, servants and employees, to execute a copy of the agreement attached hereto and identified as Exhibit "B" prior to performing any work for R&H Canada hereunder.

12.02 Photographs of the project or any part thereof shall not be taken without written permission of the R&H Canada's Representative. The contractor shall assist the R&H Canada's Representative in preventing unauthorized photographs being taken.

ARTICLE XIII Patents

13.01 In the event that any of the designs, drawings, data or information developed by Contractor in the performance of the work under this Agreement for R&H Canada shall result in one or more patentable inventions, such inventions shall become and remain the property of R&H Canada, and Contractor agrees to execute or cause its employees to execute any patent disclosures, applications, assignments or instruments of release to R&H Canada, or other instruments which may be required for; the filing of Canadian or foreign patent applications, for the prosecution thereof, including any interferences or oppositions, or for the issuance of Canadian or foreign patents on such inventions to R&H Canada.

ARTICLE XIV Notices

14.01 Any notice or order provided for in this Agreement shall be considered as having been given to R&H Canada if delivered personally to R&H Canada's representative at the site of the work, or if mailed by registered mail, postage prepaid to:

For Canadian Sites:
Rohm and Haas Canada LP
c/o The Dow Chemical Canada ULC
Purchasing Department
Bag 16, Hwy 15
Fort Saskatchewan, AB, T8L 2P4

14.02 Any notice or order provided for in this Agreement shall be considered as having been given to Contractor if delivered personally to Contractor's representative at the site of the work, or if mailed by registered mail, postage prepaid, to it at the following address:

ARTICLE XV Term

15.01 This Agreement shall continue from and after the effective date hereof until terminated by either party giving to the other party thirty (30) days prior written notice. Contractor shall complete any and all work assigned to by R&H Canada prior to notice of termination, all in accordance with the terms and conditions of this Agreement.

ARTICLE XVI Miscellaneous

16.01 This Agreement cannot be subcontracted, assigned or transferred by Contractor without R&H Canada's prior written approval. However, R&H Canada may assign this Agreement in whole or in part without Contractor's prior written consent.

16.02 Any and all amendments hereof shall be in writing, otherwise, such purported amendments shall be ineffective.

EXECUTED effective as of the date first above written.

CONTRACTOR

ROHM and HAAS CANADA LP

By _____

By _____

Title _____

Title _____

Last Revision May 11, 2010

**ROHM and HAAS CANADA LP
AGREEMENT FOR SERVICES
EXHIBIT "B"**

SECRECY AGREEMENT

THIS AGREEMENT made this day of , between

ROHM and HAAS CANADA LP
(hereinafter called "R&H Canada")

and

(hereinafter called Contractor)

Whereas the Contractor has been requested by R&H Canada to do work for R&H Canada.

AND WHEREAS during such work by the Contractor for and on behalf of R&H Canada certain information deemed to be confidential by R&H Canada will of necessity be disclosed to the Contractor.

WITNESSETH that for and in consideration of being requested by R&H Canada as aforesaid the Contractor covenants and agrees as follows:

- 1) That all designs, drawings and specifications furnished by R&H Canada or produced by the Contractor in connection with such work shall be property of R&H Canada and shall be considered secret information and upon submission of the bid all such drawings and designs shall be forwarded to R&H Canada. If the Contractor reproduces any such drawings or designs for submission to other parties the Contractor shall, prior to such submission, supply R&H Canada with the names of such other parties for its approval and upon completion of the work the Contractor shall account for all copies reproduced.
- 2) That any and all information and knowledge respecting the business, processes and operations of R&H Canada that the Contractor may acquire during the course of such work in addition to drawings and designs referred to in (1) shall be considered confidential and shall not be revealed or divulged to others or published in any manner whatsoever, neither during the course of the said work or subsequent to the completion thereof; provided that the Contractor shall not be bound to keep secret or confidential any such information or knowledge referred to in (1) or (2) which (a) may be known to the contractor prior to the date hereof (b) is or becomes available to the public becomes available to the public or (c) is disclosed to the Contractor by a party not having an obligation of confidence to R&H Canada for such information.
- 3) That it will take all reasonable steps to inform its employees and any third parties having access to such drawings and designs, of the secret nature of the work and its obligations hereunder and will at all times ensure that its employees and such third parties are given only so much access to the drawings and designs referred to as is necessary to carry out their duties in connection therewith. The Contractor shall, in the case of any employee or employees who are required to have access to all or a substantial portion of the information connected with the preparation of the work, require each such employee to sign a covenant of secrecy in the form attached hereto.

IN WITNESSTH WHEREOF these presents have been executed by the Contractor the day and year first above written.

BY: _____

**ROHM and HAAS CANADA LP
AGREEMENT FOR SERVICES
EXHIBIT "C"**

HEALTH AND SAFETY PERFORMANCE				
for				
<p>1. From the last three years field experience(including subcontractors):</p> <p><i>If data is being provided after July 31st, please include 1st half of current year data as the most recent year.</i></p> <ul style="list-style-type: none"> • Number of fatalities? • Number of lost time incidents (including modified work cases) ? <ul style="list-style-type: none"> • Number of medical aid injuries? • Do you have a modified work program? 	20 ____	20 ____	20 ____	
<p>2. Please list your field recordable injury incident rate for the past three years (including subcontractors):</p> <p style="text-align: center;">_____, 20____ _____, 20____ _____, 20____</p> <p style="text-align: center;"><u>Number of field (Fatalities + Lost Time + Medical Aid cases) x 200,000</u></p> <p style="text-align: center;"><u>Total Employee Field Hours (Yearly)</u></p>				
<p>3. Man hours (including those of the subcontractors) worked in the last three years:</p>	Year	20____	20____	20____
	Hours	Field		
		Total		
<p>4. Please list your overall Worker's Compensation Premium Discount/Surcharge and Employer Experience Ratio for the past three years.</p> <p style="text-align: center;">Please attach your company's WSIB summary.</p> <p>(Discount)/ Surcharge_____, 20____ _____, 20____ _____, 20____</p> <p>Employer Experience Ratio_____, 20____ _____, 20____ _____, 20____</p> <p style="text-align: center;">(% < Industry group average) or %> Industry group average</p>				
<p>5. Have you received an Ontario Labour OH&S stop work order, or equivalent, from another province in the last three years? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Describe_____</p>				

EXHIBIT "D"

1.0 GENERAL

Rohm and Haas requires that contractors follow procedures and plant regulations while doing work at Rohm and Haas Sites. All contractors shall provide protection for all employees, property (including those of the Rohm and Haas), and the environment and shall perform all work in accordance with:

- All local, Provincial and Federal EH&S Standards
- Rohm and Haas EH&S Rules and Regulations
- Best practice of the industry

Included in the following instructions are specific procedures applicable to the Plant, some of which are included in the Ontario Occupational Health & Safety Act (OHSA) Standards, OHSA regulations and/or the contract documents. If OSHA, MOE or other governing bodies require safety and health protection programs such as respiratory protection, asbestos control, hazard communication, injury and illness recordkeeping, safety training, etc., the contractor must have these written programs, and upon request, must submit them to Rohm and Haas safety personnel for review/audit.

Rohm and Haas will resort to disciplinary action in cases of infractions of EH&S rules and it is expected that the contractor will do the same. Rohm and Haas reserves the right to expel any contractor employee who violates these rules or shut down any project for EH&S violations. Continued infractions of EH&S or Plant Regulations will necessitate review of the contractor's fitness for continued work at the site.

2.0 EH&S INDOCTRINATION

2.1 All contractor's employees, prior to reporting to the job site shall receive a EH&S orientation, conducted by the plant, to familiarize them with the plant and Company rules and emergency procedures. Persons working at the site for extended periods shall receive this orientation annually.

2.2 Prior to starting work, each contractor employee shall receive from the Rohm and Haas representative responsible for the contract, a thorough indoctrination of those safety regulations specific to the job to be performed.

3.0 SECURITY

3.1 Employee Control

Each contractor employee must wear a clearly visible badge or other authorized identification on his person. All contractor employees are required to sign in and out at the security office upon entrance and exit to the site. Contractor's employees must remain in their designated area of work and are not permitted into other parts of the Plant unless specific permission has been given by Rohm and Haas.

3.2 Visitors

All personnel visiting contractor employees, i.e., salesmen, service agencies, and business agents, must register and obtain permission from the Rohm and Haas representative in order to enter the plant. No visitor is to be left unescorted at any time in the plant.

3.3 Plant Fence

Whenever a Contractor's work will make it necessary to place any equipment closer than 10 feet to any part of the fence, inside or outside, make an opening in the fence, excavate under or near the fence line, or in any way impair plant security afforded by the fence, the Contractor or his assigned foreman must discuss the matter with the Rohm and Haas representative before the contemplated work is started.

3.4 Contractor's Property

All tools and equipment must be properly identified by the contractor. Contractors must lock all tool boxes, tool sheds, fuel pumps, and other equipment at the end of each work day. Rohm and Haas accepts no responsibility for lost or stolen tools or equipment.

Security guard personnel may request to inspect incoming and outgoing packages at any time.

4.0 VEHICLE CONTROL

4.1 Authorization for entry of vehicles inside the plant must be obtained from the Rohm and Haas representative before admittance. Vehicles authorized to enter and leave the plant are subject to inspection by the guard force at any time.

4.2 Vehicles will be permitted to enter the plant for the following purposes only:

- a. To deliver tools, personnel and materials to job site.
- b. Pickup Truck(s) to use on site, as approved by Rohm and Haas representative.
- c. Other vehicles essential to performance of the contractor, i.e., cranes, dozers, etc.

4.3 The speed limit for motor vehicles in the plant is 20 km per hour unless otherwise posted. Pedestrians and forklifts have the right-of-way.

4.4 Space is provided for parking of contractor employee automobiles. Rohm and Haas accepts no responsibility for loss or damage to cars in these parking lots.

5.0 INDIVIDUAL CONCERNS

5.1 Health

5.1.1 Eating and drinking must only occur in authorized areas. Lunchrooms may be provided to contractor employees at Rohm and Haas' discretion.

5.1.2 First Aid

Routine first aid is available at the plant but further treatment will be referred to the Contractor's supervisor. All injuries must be reported to the Rohm and Haas representative, the plant safety department and all regulatory agencies if applicable.

5.2 Deportment

5.2.1 Gambling on company property is prohibited at all times. Horseplay such as scuffling, pushing, throwing objects, or similar acts, is prohibited. Personal radios, portable televisions, cassette players, cameras, weapons and ammunition are prohibited on company property.

5.2.2 Intoxication

A person who appears to be intoxicated due to the influence of alcohol or drugs or otherwise impaired shall not be admitted or allowed to work in the plant. The possession and/or use of alcoholic beverages or unlawful drugs is prohibited on Rohm and Haas property. Any contractor's employee found in the plant under the influence of, or in possession of these substances, shall be permanently barred from the plant.

5.2.3 Smoking Regulations

Smoking is prohibited in all areas and roadways of the plant except in the parking lots at the plant and Admin. Building. Vehicles are not authorized smoking areas. Open flame and welding areas are not authorized smoking areas.

5.3 Personal Protection

5.3.1 Eye Protection

Safety glasses with side shields are required within the plant area. Such eye protection shall be supplied by the Contractor and shall comply with OHS regulations. Special eye protection is required on jobs such as grindings, burning, welding, chipping, breaking concrete, operating a power saw.

5.3.2 Head Protection

Protective headwear (hard hats) meeting or exceeding ANSI or CSA shall be supplied by the Contractor and worn by all contractor's employees. Hard hats must never be worn on top of everyday hats and caps. Winter liners made especially for the hat can be used.

5.3.3 Hearing Protection

Hearing protection providing effective sound attenuation to below 85 db shall be supplied by contractors and worn by their employees when operating jack hammers, automated pile drivers, or any other operation creating high noise levels or in posted areas.

5.3.4 Respirators

Where the operation involves exposure of employees to asbestos, or hazardous concentrations of dust, mist fumes or vapors, Contractor must provide NIOSH/MSHA approved respirators for his employees and train them in their use including pulmonary function test and fit testing.

5.3.5 Clothing

Employee will wear clothing and hand and foot protection suitable for the operations to be performed. Sleeveless shirts, short pants, sandals, canvas shoes or platform shoes will not be permitted. Protective gloves will be provided when handling Rohm and Haas contaminated material.

5.3.6 Safety Harness

A safety harness with lanyard must be worn and used in elevated areas (greater than six feet) not protected from falls. Contractors working at elevations must possess a valid Construction Safety Association of Ontario Basics of Fall Protection certificate. Contractors shall follow Plant rules and regulations relative to working at elevations, including Safety Permits. A safety watcher is required for all work performed from an moving elevated platform.

6.0 CLEANING OF JOB SITE

The contractor shall keep the job site clean and free from rubbish, scrap, etc., at all times during the progress of the work. At the close of his work, this Contractor shall clean and repair any adjacent area which has been injured or marred by his operations and leave the premises clean as far as his work is concerned. Construction/demolition debris or any type of hazardous waste must be accumulated in approved containers and Rohm and Haas site personnel must be notified before any collection begins onsite. No mixture of common trash "rubbish" and hazardous waste in containers is allowed. Nails must be removed or bent over in all boards and crating materials which are not immediately removed from the job site.

7.0 FIRE PROTECTION AND EMERGENCIES

7.1. Notification and Alarms

7.1.1 Fire Alarm/Evacuation Signal

Contractor's employees must know where the nearest fire alarm pull stations and telephones are located. After making the alarm or phoning, the contractor's employee must wait in a safe location as close to the incident as possible for the arrival of the Emergency Response Team and give them instructions as to the location of the incident. In the event of a fire, spill, medical or confined space emergency in the Plant, an alarm will be sounded. Contractor should remain at their work station, if it is safe to do so, prepare to initiate shutdown of equipment as directed and await further instructions via a PA announcement or Rohm and Haas employee.

7.2 Procedure

7.2.1 Work Permits

The Contractor's foreman shall obtain daily, and for each location, a "Work Permit" from the Rohm and Haas permit issuer for all work performed including:

- Hot Work
- Evacuation
- Breaking into lines and vessels
- Elevated Work
- Disabling major safety equipment
- Asbestos exposure
- Control of hazardous energy
- Confined Space
- High pressure water blasting
- Work on or near live electrical

7.2.2 Fire Watchers

Contractor's employees shall be assigned as fire watchers, if qualified, otherwise R&H personnel will be assigned to act as fire watch and these watchers shall not leave the job unprotected. The fire watcher must be trained in incipient level fire fighting, be instructed in the location of the nearest pull station, telephone, use of the plant PA system, how a clear understanding of the scope of the work and the precautions required. Hot Work shall be stopped in the event of any emergency situation, until such conditions are remedied or determined to be safe by the Rohm and Haas representative. The job shall not be left unprotected, even though work has temporarily ceased. The fire watcher shall carefully examine the area, wet down affected surfaces and shall not leave jobsite until at least 30 minutes after work has stopped; this includes "coffee breaks," lunch, and quitting time.

7.2.3 Notification

Contractor shall obtain prior approval from Rohm and Haas whenever his work shall entail shutting off a water main or fire main, blocking a roadway so that fire fighting/emergency equipment cannot pass, blocking access to fire equipment or hydrant and/or blocking of, removal of, or change to any exit or fire escape.

7.2.4 Open Flame Equipment

All equipment to be used by the contractor in open flame operations shall be inspected by Rohm and Haas prior to initial usage. Condition and use of equipment shall meet the specifications as outlined by OHS regulations. Storage and transporting of cylinders shall be as set out in the OHS Regulations.

7.2.5 Painting

Contractor must obtain prior permission from the Rohm and Haas representative before any painting can be started. Paint must not be thinned, mixed or left in open containers in operating areas except with permission of the Rohm and Haas representative. Disposal of paints, thinners, etc. onsite must be approved by Rohm and Haas.

7.3 Fire Protection Equipment

7.3.1 Fire Extinguishers

All fire extinguishers shall be appropriate for the hazard involved. Rohm and Haas personnel must be advised of any used extinguishers.

7.3.2 Tarpaulin

When tarpaulins are used, fire prevention measures must be taken.

7.3.3 Open Rack Structures

Fire resistant material should be used to protect sparks from dropping to other levels of open racks or a second fire watcher placed below.

7.4 Materials

7.4.1 Flammable Liquids

All flammable and combustible liquids used by contractors in the plant shall be stored in safety cans. Containers for bulk storage of flammable liquids shall be approved by the Safety department. Containers shall be clearly marked according to WHMIS requirements. Fueling of compressors, pumps and other equipment in an operating area is permissible only with the approval of Rohm and Haas. All bulk containers shall have flame arrestor type vents. Grounding and bonding, when applicable, should be used in accordance with NFPA requirements.

7.4.2 Compressed Gas Cylinders

All compressed gas cylinders shall be used, stored and transported in an upright position. Cylinders in storage shall be secured at all times. Cylinders shall not be hoisted above ground level without the use of a cylinder carrier and approval of the Rohm and Haas representative. Full and empty cylinders shall not be moved without the safety caps screwed on. In storage, fuel cylinders must be separated from oxygen cylinders a minimum of 20 feet.

7.4.3 LP Gas (If LP gas is to be used for heating, Rohm and Haas shall be notified and a Safety Permit issued).

Cylinders shall be ICC approved. Maximum size of each cylinder shall be 100# of LP gas capacity. Connecting more than 300# of LP gas to one manifold is not permitted. If more than one manifold is required, separate these manifolds by 50 ft. Cylinders, regulators, hoses and tubing shall be located where they will not be subject to damage, tampering, or excessive temperature. Heating equipment shall be at least six feet from cylinders. Heaters or salamanders shall be equipped with 100% safety shut-off valves. To protect against leakage from a break in the hose, the cylinder valve shall be provided with an excess flow valve either internally or in the cylinder valve outlet connector. Cylinders are available for vapor or liquid LP gas withdrawal service. Care shall be used that the two types or cylinders are not inter-changed.

7.5 Communication

Pagers, two way radios, mobile phones, and other electronic devices used for communication purposes in the Plant must be properly approved for use by Rohm and Haas safety representative or permit issuer.

8.0 PROCEDURES AND PERMITS (Permits, or review and approval, by a Rohm and Haas representative must be obtained for all items in this section)

8.1 General

8.1.1 Hazard Communication

Rohm and Haas will provide information to the contractor about hazardous chemicals in the work place. The contractor must provide this information to its employees. Tanks and containers in our plant are labeled in such a way to quickly identify the contents and recognize its hazard. Material Safety Data Sheets (MSDS) are available for every raw material and finished product. The Rohm and Haas representative will review with the contractor the hazard of any materials in the work place and will make available Material Safety Data Sheets upon request. The contractor shall supply to the Rohm and Haas representative Material Safety Data Sheets on any hazardous material prior to its being brought into the plant for use by the contractor.

8.1.2 Rohm and Haas Property

No drums or other containers or equipment belonging to Rohm and Haas are to be used or removed from the plant for any purpose whatsoever unless authorized by the Rohm and Haas representative. This is a safety precaution since these containers may have contained very toxic or corrosive materials which could result in serious injury to anyone contacting the material.

8.2 Utilities

8.2.1 Utilities (Electric Light, Power, Steam, Water, Fuel, Valves, Pipe Lines, Existing Utilities and Fire Alarm Service)

The contractor shall make no connection, either temporary or permanent, to any existing service line including but not limited to electric light or power, steam, water, or fuel without a "Work permit". Contractor personnel shall not operate any valve or open any pipe line without specific approval and in the presence of the Rohm and Haas representative. Contractors shall protect utilities and services from damage. The locations of existing underground and overhead utilities, communication and fire alarm services must be shown to the Contractor by the Rohm and Haas representative before work starts.

8.3 Equipment

8.3.1 Cranes, Boom Type Hoisting and Earth Moving Equipment

All cranes, boom type hoisting and earth moving equipment used on company property must be inspected prior to use. This inspection does not relieve the contractor of responsibility for damages resulting from equipment failure. When high winds (greater than 40 km/hr) are anticipated, all booms must be lowered. A work permit must be obtained prior to their use.

8.3.2 Gunpowder Actuated Tools (e.g., "Ram-Set" or "Cad-Weld")

A work permit shall be obtained prior to using a gunpowder operated tool. The tool user must be properly trained and qualified by the contractor. A face shield shall be worn by the operator.

8.3.3 Lockout Procedure

To insure that equipment is not operated while it is being worked on, the equipment shall be locked out and tagged, according to OHS regulations and Plant procedures. Equipment in operating areas must be first locked, tagged and tested by Rohm and Haas operating personnel. After Rohm and Haas has secured the equipment, the Contractor must then lock, tag and test accordingly.

8.4 Guarding

8.4.1 Barriers

The Contractor shall erect and maintain temporary barriers or rails and electric warning lights around ditches, stair and elevator wells and other shafts or openings in the floors, roofs, and walls, and at access levels to temporary stairs or ladders. No flame type lighting is to be used. Existing barriers shall not be removed or altered without the approval of the Rohm and Haas representative.

8.4.2 Excavations

All ditches and excavations more than 4 feet deep shall be shored solid unless the excavation or ditch walls are sloped to the natural angle of repose of the material being excavated. OHS regulations and plant rules must be followed. The contractor shall furnish all shoring, sheathing, bracing, etc., that excavations may require for the safety of plant and contractor's personnel and to comply with OSHA and regulations. Excavated material shall be placed or piled where designated by Rohm and Haas so as not to block access to process equipment, buildings, roads, fire and safety equipment, etc., during the process of the work. Excavated material may not be removed from the site unless approved by Rohm and Haas personnel.

8.5 Procedure for Work in Confined Spaces

8.5.1 Rohm and Haas Responsibilities

Rohm and Haas will meet OHS regulations and will do the following (without charge to the contractor) when any existing tank, tankcar, kettle or other confined space is to be entered.

- a. Prepare the space to be entered by disconnecting, blanking off or locking out all supply lines, drain lines, electric lines, and agitators.
- b. Clean the vessel or space of any Rohm and Haas material.
- c. Inspect the vessel or space and test for oxygen, flammability and toxicity. (if applicable)
- e. Provide means to summon rescue assistance.
- f. Train the contractors employee in the plant confined space entry procedures, including any equipment provided by Rohm and Haas and the means to summon rescue assistance. (if required)
- g. Make daily inspection of the confined spaces to be worked.
- h. Issue a confined space permit each shift.

8.5.2 Contractor Responsibilities

Contractor must assure that all Plant and OSHA rules are followed and shall do the following as a part of his contract work:

- a. Provide able-bodied CPR Trained Safety Watchers for instruction by the Rohm and Haas Safety Department and/or Rohm and Haas representative.
- b. Satisfy himself and Rohm and Haas that these Safety Watchers understand their job, the entry procedure, the rescue procedure, and are physically capable to perform a non-entry rescue.
- c. Supervise and enforce conformity of his employees to the confined spaces entry procedure.
- d. Provide a Safety Watcher to stand guard at the entrance to each confined space whenever any of his employees are inside.
- e. Make a daily inspection of the confined space and work procedures.
- f. Provide harness, rescue line and retrieval equipment for each contractor's employee who will enter the space.
- g. Furnish and operate fresh air blowers of 1500 cfm minimum capacity and adequate hoses.
- h. Wear appropriate respiratory equipment as required by Plant.
- i. Provide, fit, test and use protective equipment such as hard hats, safety glasses or goggles, face shields, respirators, etc., as may be necessary and according to applicable laws and plant procedures.
- j. Obtain specific approval from Rohm and Haas for all methods and equipment to be used for handling flammable and/or hazardous materials. In such cases provide and use electrical connections within the tanks or spaces conforming to Class I, Group D, Division I for hazardous locations.
- k. In the event that the confined space entry job cannot be set up for non-entry rescue, the contractor shall negotiate an arrangement for the services of the plant rescue team.,

8.6 Asbestos

Asbestos removal will only be conducted by qualified individuals. If the presence of Asbestos is suspected, the contractor shall notify the Rohm and Haas representative. Asbestos is hazardous to health. Therefore, the handling of asbestos and products containing asbestos during new construction and during dismantling or renovating operations requires a well defined policy.

9.0 PRECAUTIONS SUBJECT TO ROHM AND HAAS INSPECTION

9.1. Equipment

9.1.1 All contractor's equipment must be used and stored in the plant in a safe manner.

9.1.2 Ladders, Tools, Equipment, Etc.

Ladders, tools, equipment, etc. used by the contractor must be maintained in a condition that will not constitute a hazard to the contractor's personnel or plant personnel and must meet OHS regulations requirements. Exposed couplings, gears, flywheels, and V-belts must be adequately guarded for personnel protection and as required by OHS regulations.

9.1.3 Scaffolding and Ladders

The contractor shall furnish all tools, equipment, scaffolding, staging, ladders, flooring, runways, and any other temporary construction required for the safe execution of his work on the project. All scaffolding, runways, and other temporary construction shall be rigidly built so as to support safely four times the weight of any materials, apparatus, equipment, and personnel to be placed thereon or as required. All scaffolding shall have toe boards and handrails to meet OHS regulations. All ladders shall be tied off and made secure before use. Other scaffold regulations mandated by OSHA must also be followed.

9.1.4 Chains, Ropes, and Hoisting Equipment

The contractor shall be responsible for all chains, ropes, chokers, cables and hoisting equipment being safe and in accordance with OHS regulations and operating requirements. Hoists shall not be put in position, relocated, or removed from the plant without prior approval of plant supervision. This is to protect underground and low clearance overhead lines and process equipment. All persons must be kept clear from walking or passing under the boom and the loads being transported by a crane or hoisting device by a flagman. Lift loads shall be secured and guided with a tag line. All hard surface roadways shall be planked with plywood when equipment with metal road traction type gear is employed. Any load moved by a cherry picker shall be secured by a tag line.

9.1.5 Truck Mounted Drilling Rigs

Truck mounted cranes, pile drivers and drilling rigs when parked overnight must have all their outriggers in place to support the truck and mast or boom. On weekends or when high winds are anticipated, the mast or boom must be lowered.

9.1.6 Portable Electrical Tools

Portable electrical tools shall not be used unless they are equipped with grounding or "third wire" connections, or the double insulated type. The contractor shall provide and use ground fault circuit interrupters on portable electric tools and temporary receptacles. All temporary wiring and connecting cords shall have grounding wire and connectors.

9.2 Site Conditions

9.2.1 Roadways, Walkways and Railroad Sidings

All roadways, walkways, and railroad sidings must be maintained by the contractor in a safe passable condition during the progress of the job. A minimum clearance of 10 feet from center line shall be maintained for all railroad sidings.

9.2.2 Tripping Hazards

The contractor must keep exits clear and not permit any tripping hazards to be put in passageways, aisles, stairways, etc.

9.2.3 Loading Structures

The contractor shall not load nor permit to be loaded any part of permanent or temporary structures with a weight that will endanger its safety or cause its failure or damage.

9.2.4 Sandblasting

Operator must be fully protected by adequate clothing, helmet and an air supplied respirator. Air supplied to the hood or the respirator must be breathing quality. Only non-crystalline-silica-based abrasives will be used for sandblasting work unless it can be objectively shown that this is not practical. Rohm and Haas approval must be obtained if for some special condition, the use of crystalline silica-based sand is desirable.

9.2.5 Engine Fueling

Engines must be stopped before adding fuel to the tank and fuel must be transported in an approved safety can, or a fuel truck equipped with UL approved transfer equipment and an automatic shut-off.

9.2.6 Protection of Work

Contractor shall assume full responsibility for the protection of his work and also for the work of others affected by the prosecution of his work during the progress and its completion.

10.0 INSPECTIONS

10.1 The primary responsibility for the safety of contractor's employees rests with the Contractor. Continued infractions of EH&S rules and plant regulations shall result in the contractor being barred from continuing work in the plant.

10.2 Government Inspections

In the event of an inspection of a project by an MOL, MOE, or other agency, the plant manager, EH&S manager and Rohm and Haas representative shall be immediately advised of his presence.

11.0 GENERATOR RESPONSIBILITIES FOR WASTE HANDLING

The contractor is responsible for identifying and properly handling all types of wastes generated during the job. Rohm and Haas site personnel must be notified as to the types and amounts of waste created during the job. Proper waste storage procedures must be agreed between Rohm and Haas and the contractor before the job is begun.

12.0 WASTE DISPOSAL REQUIREMENTS

Rohm and Haas maintains strict control over the disposal of all types of waste generated at any site. The contractor must comply with Rohm and Haas' requirements for waste disposal and verify compliance as required.