



CONTRACT LANGUAGE REQUIRED BY O.C.G.A. SECTION 45-22-4

The contractor agrees, for itself and its subcontractors, to provide documentation verifying their compliance with the Georgia Public Employee Hazardous Chemical Protection and Right To Know Act of 1988, O.C.G.A. section 45-22-1 to 45-22-12. Such documentation shall demonstrate, at a minimum, that:

- (1) all labeling requirements for hazardous chemicals introduced in the workplace have been met; and
- (2) material safety data sheets for such chemicals have been provided to all employees using them and such employees have received instruction in handling, emergency procedures, and disposal prior to introducing such hazardous chemicals.

Furthermore, the contractor agrees, for the itself and its subcontractors, to provide Georgia Ports Authority with properly prepared material safety data sheets for all hazardous chemicals that will be used or stored on Georgia Ports Authority property, as well as a list of such chemicals.

The labeling and training documentation, chemical list, and MSDS's must be provided at least 30 days prior to the commencement of work and/or storage of hazardous chemicals on a Georgia Ports Authority facility. However, the 30-day advance notification requirement may be waived in the event of an emergency. The waiver of said advance notification requirement does not relieve the contractor or its subcontractors from notifying Georgia Ports Authority of any hazardous chemicals which will be used in the performance of emergency work prior to the commencement of such work or providing documentation, upon the request of the Georgia Ports Authority, that contractor or subcontractor employees have been provided with information and training on the hazardous chemicals being used or stored in the workplace. Notification should be directed to the contract administrator and copies also directed to Georgia Ports Authority Hazardous Material Manager.

The contractor agrees, for itself and its subcontractors, not to commence work until it has complied with the proceeding paragraphs. Any delay caused by such noncompliance shall not result in a penalty to Georgia Ports Authority. Upon any violation of O.C.G.A. section 45-22-4 by the contractor or its subcontractors, the Georgia Ports Authority shall have the right to terminate this contract without liability.

Company Name

Date

Legally Authorized Signature

Print Name and Title