

CONTRACTOR'S RESPONSIBILITY FOR PROJECT SAFETY **[Major Construction Category]**

RFP Language

Contract Language

1. Contractor recognizes the importance of performing the Work in a safe and responsible manner so as to prevent damage, injury, or loss to individuals, the environment, and the Work, including materials and equipment incorporated into the Work or stored on-site or off-site. Contractor assumes responsibility for implementing and monitoring all Environment, Health & Safety (EHS) precautions and programs related to the performance of the Work.

2. Contractor and Subcontractors shall comply with all legal and Owner-specific reporting requirements relating to EHS set forth in the Contract Documents. Contractor will immediately report orally, and in writing within two (2) days, any EHS related injury, loss, damage, or accident arising from the Work to Owner's Representative and, to the extent mandated by legal requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work. Contractor and its Subcontractors will immediately report to the Owner's Representative all non-incidentals spills, and all other significant impacts to the environment (soil, water, air) in performance of the Work. Contractor will also immediately notify the Owner of any failure to comply with state and federal environmental laws, rules, and regulations.

3. Contractor's responsibility for EHS under this Article is not intended in any way to relieve Subcontractors and Sub-subcontractors of their own contractual and legal obligations and responsibilities.

EHS Requirements and Coordination

4. Safety and protection of the environment are of the utmost concern on this Contract. Safety in this context refers to the health and safety of people and the protection of the environment. Nothing contained herein relieves the Contractor from complying with all applicable standards and regulations found in 29 CFR Part 1926 (the OSHA construction standard), 40 CFR Parts 261-265 (solid and hazardous waste management), 40 CFR Part 112 (oil pollution control), and ARSD 74:52:01 through 74:52:11 (storm water). Site specific safety requirements are defined in the "Contractor Safety Policy," located at:

<https://docs.sanfordlab.org/docushare/dsweb/View/Collection-7268>

5. The Contractor will address the safety requirements defined herein and in the Owner's Contractor Safety Policy. Contractor costs associated with the implementation of the requirements will be borne by the Contractor. Safety deficiencies discovered after the award will be remedied at no cost to the Owner and may at the Owner's discretion be deducted from the Contract amount.

6. The Contractor shall have an EHS Representative (also known as Safety Officer or SO), approved by the Owner, present on the Project at all times when Work is physically being performed. The SO may have other minor duties, but the position's primary role is to oversee safety of the worksite and Work being performed by the Contractor, as well as that of its Subcontractors. If shift work will be utilized, the Contractor must have a SO for each shift. In the case of shift work, the Contractor will

designate one SO as the lead for the project. The training requirements for the second SO are the same as the lead and are as follows:

- The SO shall have 30 hr OSHA training or equivalent, with documented experience as a SO under similar conditions. Underground safety experience and training (e.g. MSHA part 48) is highly desirable.
- The SO shall have the authority to stop work.
- The SO will be certified in CPR and First Aid.
- The SO is responsible for administering the Contractor's EHS program.
- In addition to routine daily inspections, the SO will conduct a documented weekly EHS inspection of the work site.
- The SO will escort the Owner's EHS staff on a monthly EHS inspection, conducted by the Owner's EHS staff.
- The SO must be trained with respect to 40 CFR Part 112 (oil pollution prevention), 40 CFR Part 261-270 (solid and hazardous waste management), and ARSD 74:52:01 through 74:52:11 (storm water).
- The Contractor will supply a weekly EHS report to the Owner, detailing any EHS related items, including OSHA recordable injuries, first aid cases, environmental releases, near misses, and a copy of the weekly EHS inspection.

7. The Contractor shall have on site at all times when work is being performed at least one individual certified in CPR and First Aid in addition to the SO.

8. The Contractor must have a documented Site Specific Contractor Environment, Health and Safety Program (CEHSP) in place and accepted by the Owner before work will be authorized to start. This program must be consistent with the requirements in the Owner's Contractor Safety Policy. This plan shall:

- Incorporate the requirements identified in the Contractor Safety Policy.
- Include an Area Hazards Analysis.

The CEHSP will be based on the hazards inherent to the Means and Methods adopted by the Contractor and its associated work environment. The scope of work will dictate the required program elements for this Contract. The following are examples of program elements that the Contractor may include in its CEHSP:

- Electrical Safety
- Fall Protection
- Personal Protective Equipment (PPE)
- Control of Hazardous Energy (Lock Out/ Tag Out)
- Confined Space
- Hotwork (Grinding and Burning)
- Hoisting and Rigging
- Hearing Conservation (Includes Industrial Hygiene Monitoring and Medical Baselines, if appropriate)
- Respiratory Protection (Includes Industrial Hygiene Monitoring and Medical Baselines, if appropriate)
- Emergency Response
- Fire Protection and Prevention (Contractor must provide its own extinguishers)

- Blood Borne Pathogens
- Hazardous Communications
- Machine Safeguarding
- Powered Industrial Trucks
- Industrial Hygiene
- Material Handling
- Spill Prevention, Control, and Countermeasures (Contractor to provide all associated equipment)
- Storm Water Management
- Solid and Hazardous Waste Management
- Air Pollution Control
- Scaffolding

If the Contractor chooses to adopt one or more specific elements of the Owner's EHS program, it must adopt that element in its entirety.

9. The Contractor is expected to follow a work planning process that is acceptable to the Owner. The work planning process must be conducted and documented prior to the start of work. The work planning process follows these steps and is documented in the form of a Job Hazards Analysis (JHA):

- Define the scope of the work.
- Analyze hazards in a step by step fashion.
- Develop and implement hazard controls and regulatory compliance.
- Perform the work and monitor the effectiveness of the hazard controls.
- Provide feedback to improve the process (e.g. routine workplace inspections, auditing compliance during work performance, job briefing postings, lessons learned, etc).

A JHA, acceptable to the Owner, must be completed and reviewed with the individual expected to perform the Work prior to Work starting on a specified task. The SO is expected to review all JHAs. Copies of JHAs must be present at the location where Work is being performed and accessible to the individuals performing the Work and to Owner representatives.

10. The Contractor will conduct a crew work planning meeting (tailgate/toolbox talk), including, when necessary, Subcontractor employees, prior to the beginning of each shift. This talk will include the plan of work for the day, a review of hazards and potential regulatory issues, and the review of applicable JHAs.

11. The Contractor is responsible for identifying the need for Qualified and/or Competent Persons for specific tasks as defined in 29 CFR 1926.

12. Contractor shall provide all common Personal Protective Equipment (PPE) required for the Work (hard hats, safety toe boots, safety glasses) unless otherwise stated in the Scope of Work. **During the bid process, bidder shall include as a separate line item any PPE unique to the scope. Contractor included in its bid a separate line item for any PPE unique to the scope.** Owner shall notify the Contractor in the Notice to Proceed of its intent to reduce the contract value if Owner elects to provide this PPE. Unique PPE required for any *underground work* may include:

- W65 Self Rescuers (must be maintained according to MSHA requirements) (always required when working underground)
- Gas Tester(s) (M40M or equivalent) (may be required depending on location of underground work)

13. The Contractor is responsible for screening all Subcontractors with respect to safety and to adopt a safety selection process consistent with requirements defined herein. In addition, Contractor is responsible for flowing down all EHS requirements of the Contract to its Subcontractors, including monitoring and enforcing compliance.

14. The Contractor is responsible for assuring that all Contractor employee safety training is completed in compliance with Owner guidelines, policies and 29 CFR 1926. The following training is required for all Contractor personnel before they start work:

- For Contractors who will be on site 40 hours or more in a calendar year: OSHA 10-hour Construction course (29 CFR 1926) (Up-to-date Certificates must be made available upon request). Note that current MSHA training certification is also acceptable.
- Site Specific EHS Orientation and Training (plan for an 8-hour on-site training course conducted by Owner's representatives).
- Any other training requirements identified by the Contractor in its CEHSP or by the Owner and communicated to the Contractor, during the bid process and Site Specific EHS Program review.

15. If the Owner perceives the Contractor has created or is exposed to an imminent danger or a non-compliance situation, the Owner will suspend work until safe conditions are re-established. Such work stoppages will be at the expense of the Contractor and will not add time to the completion date of the Contract.

16. In the event of an incident, Contractor will conduct an incident investigation in accordance with the Owner's policies. The investigation will include preparing a written report summarizing the results of the investigation, corrective actions taken to prevent a recurrence, and any lessons learned. The Owner may at its discretion participate in and facilitate the incident investigation. Time and expense incurred by Contractor performing an incident investigation will be at the Contractor's expense.

17. The Contractor shall regularly inspect, test, and calibrate as necessary all equipment, machinery, tools, or other items furnished by the Owner that are employed in Contractor's Work. Contractor shall take reasonable precautions to avoid damage to facility structures and utilities. If apparent defects are found in Owner-provided materials, Contractor shall promptly notify Owner of such defect(s) in writing. If Contractor fails to make such examination or fails to report an apparent defect in such item or items, Contractor shall not be entitled to any compensation for downtime or delays or schedule extensions associated with repair or replacement of the defective item or items.

18. The Contractor shall manage all waste in performance of the Work in compliance with Owner's Policies and Procedures and state and federal law. Further, the Contractor shall minimize the generation of all wastes and hazardous substances. All disposal and clean-up cost of spills of hazardous substances and non-hazardous debris/waste generated by the Contractor in the performance of the Work will be at the expense of the Contractor.

19. Flammables (defined in 30 CFR Part 52, Subpart A) are not allowed underground. Special consideration may be negotiated with the Owner if Work cannot be completed without flammable materials. This special consideration **must be** **would have been** negotiated during the bidding process. Flammables used on the surface are to be stored in engineered flammable cabinets or in containers with a minimum 1-hour fire resistance.

20. All chemicals to be used at the Owner's facility must be approved by the Owner and Material Safety Data Sheets (MSDS) must be maintained by the Contractor.

21. Tier 4 engines are required on the Owner's site for underground use. Lower Tier equipment may be allowed on site but only with Owner's permission. All diesel equipment must be approved by the Owner prior to usage. An equipment list with associated Tier designations and fuel types **is to be** **was** provided to the Owner in the bid package.

22. Smoking or the use of tobacco products is not allowed within the boundaries of the Owner's facility.

23. Contractor acknowledges that periodic drills and exercises are required by Owner to validate the adequacy and effectiveness of Owner's Emergency Response Plan. Contractor also recognizes that such drills and exercises enhance its employees' understanding of Owner's Emergency Response Plan. Contractor agrees to participate in quarterly drills, which may or may not be scheduled in advance, during the term of this Contract. It is understood that Contractor will not be entitled to any additional compensation for participating in these drills or exercises.

24. Contractor agrees to assess whether Contractor's employees have the physical, mental, and emotional capacity to perform assigned tasks competently, and in a manner that does not unreasonably threaten safety, health, or property, including participation in emergency procedures applicable to Contractor's work location.

25. Owner reserves the right to restrict or deny access of any Contractor employee to the work location.

26. Contractor shall report the hours worked on site by Contractor's employees on a monthly basis to EHS Administrative Assistant Michelle Andresen (mandresen@sanfordlab.org) and to the SDSTA Representative named in the Contract. Hours should be emailed to both Ms. Andresen and the SDSTA Representative no later than the 3rd day of the month for hours worked the previous month.