

CONTRACTOR'S RESPONSIBILITY FOR PROJECT SAFETY
[Non-Construction / Owner Escorted 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 Project, including materials and equipment incorporated into the Project or stored on-site or off-site. Contractor assumes responsibility for following all Environment, Health & Safety (EHS) precautions and programs related to the performance of the Project.

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. 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 Project. Contractor will also immediately notify 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 be accompanied at all times by an Owner's representative.

7. 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, developed with the Owner, must be completed and reviewed with the individual(s) expected to participate in the task(s) prior to beginning a specified task. Copies of JHAs must be present at the location where tasks are being performed and accessible to the individuals performing the tasks and to Owner representatives.

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

9. 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)
- Cap lamps (may be required depending on location of underground work)

10. 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.

11. 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.
- For all Contractors on site:
 1. Site Specific EHS Orientation and Training (plan for a 3-hour on-site training course conducted by Owner's representatives).
 2. 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.

12. 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

stoppages will be at the expense of the Contractor and will not add time to the completion date of the Contract.

13. In the event of an incident, Owner 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 reoccurrence, and any lessons learned. The Owner will facilitate the incident investigation with Contractor participation. Time and expense incurred by Contractor performing an incident investigation will be at the Contractor's expense.

14. 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.

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

16. 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.

17. 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.

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

19. 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.