

EXHIBIT B
ENVIRONMENT, SAFETY AND HEALTH REQUIREMENTS –
A/E SERVICES CONTRACTOR’S / CONSULTANT’S
RESPONSIBILITY FOR PROJECT SAFETY

1. The requirements contained herein are specifically related to the Environment, Safety and Health (ESH) associated with the performance of the consulting work for this contract and focused on protecting the Contractor and Subcontractor employees and the environment in which they work. These requirements are not intended to infer any responsibility for the work performed to construct or utilize the work product of this contract, nor to replace codes and standards used in the design process.

2. Contractor recognizes the importance of performing the work in a safe and responsible manner 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 ESH precautions and programs related to the performance of the Project.

3. Contractor and Subcontractors shall comply with all legal and Owner-specific reporting requirements relating to ESH set forth in the Contract Documents. The Contractor will verbally notify any injury, loss, damage, or accident arising from the work to Owner’s Representative and to the Safety Point of Contact (POC), to the extent mandated by legal requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project. All persons injured while working at the Sanford Lab will be immediately evaluated, and treated as necessary, by a medical professional before returning to work. Contractor will also immediately notify Owner of any failure to comply with state and federal environmental laws, rules, and regulations.

4. Contractor’s responsibility for ESH under this Article is not intended in any way to relieve Subcontractors and Subcontractors of their own contractual and legal obligations and responsibilities.

ESH Requirements and Coordination

5. 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), as applicable. Site specific safety requirements are defined in the SURF ESH Manual under section 7000: Occupational and Subcontractor Safety, located at: <https://www.sanfordlab.org/esh>. MSHA compliance may be acceptable, where applicable. Costs associated with the implementation of the requirements will be borne by the Contractor.

6. If the Contractor performs any work onsite at the SURF, the Contractor is expected to follow a Work Planning and Controls process that is aligned with the Owner (See SURF website ESH Manual at <http://sanfordlab.org>). The SURF *Special Conditions Supplement* is expected to be followed where relevant. The Work Planning and Controls process must be conducted and documented prior to the start of work in the form of a Job Hazards Analysis (JHA). A JHA, approved by the Project Manager and Safety POC, must be completed, and reviewed with the individual(s) 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.

7. If Contractor performs any work onsite at the SURF, 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, inspection/removal of loose puncture hazards as part of a general daily cleanup requirement of the work area, and the review of applicable JHAs.

8. Contractor shall provide all common Personal Protective Equipment (PPE) required for the Work ((hard hats, safety toe boots, safety glasses with side shields, and hi-visibility clothing as stated in the Scope of Work. Owner shall provide non-standard PPE for the Contractor's use if required. Non-standard PPE may include items such as fall protection, lights, and self-rescuers for underground work, etc.

9. 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 ESH requirements of the Contract to its Subcontractors, including monitoring and enforcing compliance.

10. The Contractor is responsible for assuring that all Contractor employee safety training is completed in compliance with Owner guidelines, chapters, and associated regulations. The following training is required for all Contractor personnel before they start work:

- Sanford Underground Research Facility (SURF) Surface and/or Underground Orientation Training or General Safety Basic Training, if onsite for more than 40 hours within a year.
- Any specific equipment training (e.g.: crane operator).
- Site specific training for environmental compliance (e.g.: spill prevention, Hazmat, storm water, etc.).

11. Contractors will need to be authorized for access only to areas for which they have either been trained/oriented or have been provided guides or attendants to escort them. Refer to the Owner's Facility Access Chapter for Contractor Guide training.

12. Contractors will need to complete site-specific guide training in order to perform work onsite without an Owner's representative or guide. If an approved Contractor ESH representative is designated, they can be a supervisor or crew member and will need to be present on the project at all times when work is physically being performed.

13. If the Owner perceives the Contractor has created or is exposed to an imminent danger or a non-compliance situation, the Owner will stop 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.

14. In the event of an incident, Contractor will notify the Project Manager and/or Safety POC immediately and never later than the end of shift on day of incident. Contractor shall complete the Owner's "First Report of Incident and Investigation" form and submit to the Project Manager or Safety POC. Contractor shall 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 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.

15. All chemicals to be used at the Owner's facility must be pre-approved by the Owner and Safety Data Sheets (SDS) must be maintained by the Contractor.

16. Smoking, use of tobacco products, including vapor, alcohol, controlled substance or weapons are not allowed within the boundaries of the Owner's facility. All property owned and operated by the SDSTA is designated as tobacco and vapor-free. This applies to all areas of the surface and the

underground. The Contractor shall manage and maintain a drug and alcohol policy that aligns with that of the Owner's written policy and procedures. ESH department review of this document may be required.

17. 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.

18. 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.

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

20. Contractor shall report the hours worked on site by Contractor's employees on a monthly basis to the ESH Construction Safety Coordinator, Michelle Andresen (mandresen@sanfordlab.org) and to the SDSTA Representative named in the Contract. Hours shall 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.