

## **Exhibit E – Safety Program Requirements**

Attached to and forming a part of the Agreement between [Subcontractor] and Mortenson, effective as of [Subcontract Date].

At Subcontractor's cost, Subcontractor shall have a safety program for the Work that includes the safety requirements contained in the below published safety programs, all of which are incorporated herein by reference:

- Mortenson Zero Injury Training Program Manual (hereinafter the "Zero Injury Manual")
- Mortenson Forklift Training Program Manual

Subcontractor agrees to perform the safety obligations in the above referenced manuals and agrees to perform such obligations with respect to its Work in the same manner that the manual references safety steps to be taken by, or the safety obligations of, Mortenson. In addition, Subcontractor agrees to abide by any additional safety programs at the Project which are made available to Subcontractor. Subcontractor agrees that it shall obligate its subcontractors and suppliers to adhere to the requirements of Article 11 of the Subcontract Agreement Standard Terms and Conditions and this Exhibit E.

### **I. Requirements On All Mortenson Projects**

#### **A. Zero Injury Manual**

1. To the extent the Zero Injury Manual imposes requirements and policies applicable to Mortenson employees, then Subcontractor agrees to require its employees to adhere to the same requirements of such policies. Subcontractor's attention is drawn to the below listed requirements detailed in the Zero Injury Manual. Identification by Mortenson of these requirements shall in no way diminish or otherwise limit application of the above listed manuals to Subcontractor's Work or Article 1.3 of the Subcontract Agreement Standard Terms and Conditions.
  - a) Subcontractor shall identify (and require its subcontractors to identify) holes in the Work area and ensure holes remain protected against falls (or other adequate fall protection is enacted). Subcontractor's obligations shall include training its employees (and requiring its subcontractors to train its employees) on identifying holes in the Work area and ensuring holes remain protected against falls (or other adequate fall protection is enacted).
  - b) Subcontractor shall provide a written site-specific safety program related to the Work, as detailed in Section 1 of the Zero Injury Manual, before the start of Work which shall address each item contained in Section 1 of the Zero Injury Manual.
  - c) Subcontractor shall provide a written job hazard analysis ("JHA"), as detailed in Section 12 of the Zero Injury Manual, for each portion of the Work.

- d) Subcontractor shall adhere to the Hazard Communication program at the Project, the requirements for which are detailed in Section 25 of the Zero Injury Manual.
- e) Subcontractor shall complete daily written pre-task plans for each item of Work, or more frequently as conditions at the Project change or require. The pre-task planning process is detailed in Section 12 of the Zero Injury Manual.
- f) Subcontractor shall ensure its employees adhere to the hand protection requirements detailed in Section 27B of the Zero Injury Manual while performing work at the Project.
- g) Subcontractor shall promptly notify Mortenson of all accidents and near-misses as defined in this subparagraph below. Subcontractor shall promptly conduct post-accident investigations for any accidents that occur during completion of the Work and investigations of near-miss incidents related to the Work. In this provision, an accident is any incident that results in any injury to an employee of Subcontractor (or any employee of Subcontractor's subcontractors of any tier) or any property damage caused by actions performed during completion of the Work. A near-miss is any incident that has all the attributes of an accident but, by mere chance, injury or property damage was avoided. Subcontractor's investigations shall be consistent with the requirements of Section 4 of the Zero Injury Manual and a written report on the investigation shall be promptly provided to Mortenson.
- h) All Subcontractor employees are required to wear eye protection, a high-visibility vest, long pants, a sturdy working boot and a hard hat at all times while at the Project. Section 27A and 27B of the Zero Injury Manual addresses additional requirements for Subcontractor's employees regarding personal protective equipment.
- i) Pursuant to the requirements Section 36 of the Zero Injury Manual, Subcontractor shall (i) conduct a risk assessment of expected onsite activities related to falling objects; and (ii) develop a site specific falling object prevention and protection plan. Further requirements on protecting against falling objects are contained in Sections 36 the Zero Injury Manual.
- j) Subcontractor acknowledges the requirement for positive fall restraint and fall protection for all fall hazards over six feet. Subcontractor acknowledges the requirement for positive fall restraint for its personnel in aerial lifts and related to any holes that are not guarded and that require positive fall restraint. Further details on fall protection that govern the Work are contained in Sections 10 and 11 of the Zero Injury Manual.
- k) Before commencing Work, Subcontractor must ensure that a competent person identifies (and reports to Mortenson in writing): (i) all confined spaces in the Work in which its employees or employees of its subcontractors of any tier may work, and (ii) each space that is a permit space, through consideration and evaluation of the elements of that space, including testing as necessary.

## **B. Subcontractor On-Site Safety Professionals**

1. Subcontractor shall provide on-site safety professionals at the Project if required pursuant to Section 3 of the Zero Injury Manual.

2. Unless a more stringent requirement for use of an on-site safety professional is listed below in Section II (if applicable), Section 3 of the Zero Injury Manual requires that if Subcontractor, at any time, has 50 craft workers or more on the project site (including the craft workers of any of its subcontractors and suppliers of any tier), then Subcontractor must have a project-specific safety professional on site part-time when the workforce is below 50 craft workers and full-time when the workforce reaches or exceeds 50 workers. Additional Subcontractor safety personnel are also required on a proportional basis if the number of craft workers reaches or exceeds 60 craft workers. Refer to Section 3 of the Zero Injury Manual for additional details.

### **C. Return to Work/Injury Case Management Plan**

Subcontractor shall submit to Mortenson a written site-specific return to work/injury case management plan which shall detail Subcontractor's goals and policies on returning employees to work following an injury. Subcontractor's policy may include offering light duty or transitional work following an injury (if such work or duty is possible given the nature of the injury). Mortenson may object to the plan if, in its reasonable opinion, the plan does not establish reasonable actions or goals on returning employees to work or light duty following an injury. Submission of the plan to Mortenson by Subcontractor shall not be deemed to be agreement or assent by Mortenson to any portion or part of the plan.

### **D. Written Silica Protection Policy**

Subcontractor shall implement a silica protection plan for the Work which shall meet or exceed all laws and regulations (including applicable OSHA regulations) related to the protection of its employees against exposure to silica levels in excess of levels permitted by laws and regulations (including applicable OSHA regulations).

### **E. Drug- and Alcohol-Free Workplace**

1. Subcontractor agrees to implement and maintain a drug- and alcohol-free workplace program at the Project applicable to all Subcontractor employees, subcontractors and suppliers performing Work at the Project site. Subject to applicable law and collective bargaining agreements, Subcontractor's program shall be no less stringent than Mortenson's Drug- and Alcohol-Free Workplace Policy, and shall comply with any additional requirements of Owner or Mortenson for the Project.
2. Specifically, subject to applicable law and collective bargaining agreements, Subcontractor's drug- and alcohol-free workplace program shall provide that:
  - Subcontractor's employees shall not perform Work or be present at the Project site while under the influence of drugs, alcohol, or an intoxicating substance.
  - Subcontractor's employees shall not use or possess any illegal drugs or alcohol at the Project site.
  - Subcontractor shall comply with U.S. Department of Transportation ("DOT") drug and alcohol regulations with respect to all employees covered by such DOT regulations.
3. Subcontractor's drug- and alcohol-free workplace program shall include, subject to applicable law and collective bargaining agreements, pre-employment testing, testing

following an accident or reasonably significant near miss, reasonable suspicion testing, and unannounced or random testing. Subcontractor shall immediately investigate any allegation of a Subcontractor employee performing work while under the influence of drugs, alcohol, or an intoxicating substance, or using or possessing alcohol or an illegal drug at the Project site, and shall take all appropriate precautions to ensure the safe performance of the work during such investigation.

4. Subcontractor shall immediately remove from the Project site any Subcontractor employee who is found to be in violation of Subcontractor's drug- and alcohol-free workplace program, this Exhibit E, or other requirements. The return of such employee to the Project site shall be subject to compliance with the requirements a "last chance" program and any Owner requirements or approvals.
5. In this Section E, terms are defined as follows (even if not capitalized):
  - a) Drug means: A controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. § 812, including cocaine, opiates, marijuana, amphetamines, phencyclidine (PCP), barbiturates, benzodiazepines, propoxyphene, methadone, and methaqualone.
  - b) Illegal Drug means any drug (including synthetic drugs) the use or possession of which is illegal under federal, state, or local law, as well as prescription medication which is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription issued by a licensed health care professional. Because federal law does not recognize state law exceptions for legal recreational or medical use of marijuana, the term "illegal drug" includes marijuana, even if state law allows such recreational or medical use.
  - c) Intoxicating substance means: Drug(s) or alcohol or any substance, the use of which, impairs work behavior or performance of work obligations at the Project in a manner to be unsafe.
  - d) Under the influence of drugs, alcohol or an intoxicating substance means: (1) the presence of alcohol in the individual's system that equals or exceeds a blood alcohol content of .04 percent; (2) presence of any detectable amount of an Illegal Drug or its metabolites demonstrated by a confirmed positive drug test result; (3) behavior, performance, appearance, speech, or bodily odors that lead a supervisor or manager to reasonably suspect that the team member is impaired by alcohol or an intoxicating substance, or is using alcohol or an intoxicating substance during working time or on Project.
  - e) Accident means: An incident at the Project that involves: 1) personal injury to workers or others which necessitates treatment by a medical professional, or results in lost work time; or 2) damage to property at the Project, and in either case where there is a reasonable basis to believe drug or alcohol use could have contributed to the incident.
  - f) Reasonably significant near miss means: An incident that has all the attributes of an accident except that no harm was caused to persons or property.
  - g) Reasonable suspicion means: A basis for forming a belief based on specific facts and rational inferences drawn from those facts that lead a supervisor or manager to reasonably suspect that an employee is under the influence of drugs, alcohol, or an

intoxicating substance while at the Project or while performing the Work. Reasonable suspicion may be based on specific, contemporaneous, articulable observations by a Mortenson supervisor concerning the appearance, behavior, speech or body odors of a team member, and may include indications of the chronic and withdrawal effects of controlled substances.

**F. Training**

1. Subcontractor agrees that each of its employees at the Project or completing the Work shall attend two orientation training sessions provided by Mortenson (Orientation 1 [also known as first-day, first-hour which shall be completed before performing any work at the Project] and Orientation 2). Orientation 2 shall be completed as soon as reasonably practicable after Orientation 1 and as detailed in the Zero Injury Manual.
2. Additionally, Subcontractor agrees that all its superintendents, foremen and Project supervisors, including members of its leadership that are overseeing any part of the Work, shall attend Mortenson's "Committed At The Top Zero Injury Program" training sessions.
3. Subcontractor shall conduct daily safety meetings or daily toolbox safety talks at the Project for all Subcontractor's employees at the Project to discuss safely performing any specific items of Work anticipated during the day of the meeting and reminding employees to perform all Work in a safe manner.
4. Subcontractor shall provide for its employees all training as required by law or regulations.

**G. Safety Teams**

If required by Mortenson, applicable law, the Contract or the Contract Documents, a project safety committee will be created at the Project. Subcontractor's highest-level employee who regularly works at the Project-site shall be a member of the committee and attend committee meetings.

**H. Safety Audits and Inspections**

Subcontractor shall conduct and document regular safety program audits and daily safety inspections to determine if the Work is being performed in a safe manner. The written results of such inspections must be submitted to Mortenson at least weekly.

**I. Stretch-and-Bend**

Subcontractor agrees and acknowledges that each of its employees at the Project (regardless as to position) shall participate in the daily Mortenson-led morning stretching program at the time established by Mortenson.

**J. Housekeeping**

Subcontractor shall create and submit to Mortenson a housekeeping management plan that addresses adequate and sufficient daily clean-up, material storage and electrical cord management.

**K. Use of Equipment**

- A. Subcontractor shall permit only those of its employees qualified by training or experience to operate equipment and machinery. Subcontractor must train each of its affected employees in the manner required by applicable law and regulation.
- B. All boom-type aerial work platforms used in performance of the Work or at the Project must be equipped with secondary anti-crush guarding that is provided by the Original Equipment Manufacturer (OEM) or approved by the OEM and installed by a qualified technician.

**II. Additional Project Requirements [Mortenson project team to add or delete as necessary]**

- A. On-Site Subcontractor Safety Professional [complete the following sentence if ratio of 50:1 will be lowered]. Notwithstanding Section I(B) above, if Subcontractor, at any time, has [add number] craft workers or more on the project site (including the craft workers of any of its subcontractors and suppliers of any tier), then Subcontractor must have a project-specific safety professional on site part-time when the workforce is below [add same number as previous] craft workers and full-time when the workforce reaches or exceeds [add same number as previous] workers. All other provisions of Section 3 of the Zero Injury Manual shall remain applicable.
- B. Safety Incentive Program. Subcontractor shall create a written recognition and reward program which shall encourage reporting of safety issues and near misses. The program shall not be implemented in a manner to discourage any Subcontractor employee from reporting any injury or near miss event.
- C. Infection Control Requirements. If requested by Mortenson, Subcontractor shall adhere to the infection control procedures established for the Project by Mortenson or Owner as detailed in writing to the Subcontractor prior to the start of Work.
- D. Safety Toe Boots. Subcontractor shall require employees to wear safety-toe boots if such protective equipment is required for the task performed or identified as required in the JHA or site safety plan.
- E. Orientation 3: Subcontractor agrees that each of its employees at the Project or completing the Work shall, in addition to Orientation 1 and Orientation 2, attend Orientation 3 which will be provided by Mortenson. Orientation 3 shall be completed as soon as reasonably practicable after Orientation 1 and as detailed in the Zero Injury Manual and Mortenson project site specific safety plan.

IN WITNESS WHEREOF, Subcontractor and Mortenson herein acknowledge this Exhibit E as set forth above.

\_\_\_\_\_  
Subcontractor

M. A. MORTENSON COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_